Johnson, Alaine (WSP)

From: Foster, Marina (WSP)

Sent: Wednesday, March 15, 2017 8:39 AM **To:** Kirby, Rebecca (WSP); Candee, Kateri (WSP)

Cc:Johnson, Alaine (WSP)Subject:FW: Purchase Order

Attachments: Purchase Order.pdf; Commercial Invoice Letter.pdf

Importance: High

FYI

From: Shreves, Michael T. (CJIS) (FBI) [mailto:Michael.Shreves@ic.fbi.gov]

Sent: Wednesday, March 15, 2017 8:35 AM

To: Foster, Marina (WSP) **Subject:** Purchase Order **Importance:** High

Good Morning Marina,

Attached is the copy of the purchase order you requested. If you have any questions please feel free to contact me. Thank you.

Michael T. Shreves
Management/Program Analyst-Limited Warrant Holder
Federal Bureau of Investigation
Criminal Justice Information Services Division
1000 Custer Hollow Road
Clarksburg WV 26301

| S | ee Continuation Sheet(s) | | | ì | - (| |
|----------------|--|-----------------------------|------------|------------------|-----------------------|----------------------|
| 1 | 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOI | CE NO. | | |
| | | 21. MAIL INVOICE TO: | | | \$4,665.00 | 17(h) TOT. (Cont. |
| SEE BILLING | I a. IVAIVIE | | | | | pages) |
| ON | | ES VIA EMAIL TO CENTRAL_INV | OICES@IC.I | FBI.GOV | | 1 |
| REVERSE | b. STREET ADDRESS (or P. | O. Box) | | | | |
| | | | | | \$4.665.00 | 17(i) GRAND |
| | c. CITY | | d. STATE | e. ZIP CODE | \$4,665.00 | TOTAL |
| | | | | | | |
| 22. UNITATI ST | ATES OF AMERICA BY (Signature | 9) | | 23. NAME (Typed) | Lisa M. Mugnano | |
| | $\mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} $ | - | | | Lisa ivi. iviugiialio | |

TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

| TEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--|----------------------|
| | Line Period of Performance: 10/01/2016 - 09/30/2017 | | | | |
| | Base Period | i | | | |
| | Delivery Schedule: | | | | |
| | Quantity: 1.000000 FOB: | | | | |
| | Delivery Address: PLANNING AND CONTROL UNIT ATTN: KATRINA ROOP 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001 | | | | |
| | | | | Base Total: | \$4,665.00 |
| | | | | ed Options Total: | \$0.00 |
| | | | | ed Options Total: nd Options Total: | \$0.00 \$4,665.00 |

FUNDING DETAILS:

| 0001 | 1 | \$4,665.00 | 2017 - SED1 - 0100 - 0161 - SG 0100_0007 - 23334 |
|------|---|-------------------|--|
| | | TOTAL: \$4,665.00 | |

Section 3 - Contract Clauses

Clauses By Reference

| Clauses By Refere | ence |
|-------------------|---|
| Page 1 | |
| | |
| | |
| | |
| 475 | |
| Clause | Title |
| 52.246-11 | Higher-Level Contract Quality Requirement (Dec 2014) |
| 52.204-2 | Security Requirements (Aug 1996) |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services (May 2014) |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Nov 2016) |
| 52.214-29 | Order of Precedence - Sealed Bidding (Jan 1986) |
| 52.222-1 | Notice to the Government of Labor Disputes (Feb 1997) |
| 52.222-50 | Combating Trafficking in Persons (Mar 2015) |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) |
| 52.228-4 | Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984) |
| 52.230-6 | Administration of Cost Accounting Standards (June 2010) |
| 52.232-17 | Interest (May 2014) |
| 52.232-23 | Assignment of Claims (May 2014) |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I (Apr 1984) |
| 52.232-24 | Prohibition of Assignment of Claims (May 2014) |
| 52.232-30 | Installment Payments for Commercial Items (Oct 1995) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I (Dec 1991) |
| 52.242-13 | Bankruptcy (July 1995) |
| 52.246-23 | Limitation of Liability (Feb 1997) |
| 52.247-68 | Report of Shipment (RESHIP) (Feb 2006) |
| 52.247-68 | Report of Shipment (RESHIP) (Feb 2006) |



DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]. (End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]. (End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
- •High Risk Background Investigation (5 year scope)
- •Moderate Risk Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- •Low Risk National Agency Check with Inquiries (NACI) investigation
- d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;3
- 4) Waiver request memorandum, including both the Office of Personnel

Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Ouestionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver reguirements for short-term contractors are:

- a. Favorable review of the security questionnaire form:
- b.Favorable fingerprint results;
- c.Favorable credit report, if required;5 and
- d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
- A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of is-



suance. This process can only be used once for a short-term contractor in a twelve month-period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/ or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
- b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
- c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
- d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
- e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
- 4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
- 5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:

- 1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
- 2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
- 3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the preappointment waiver package.
- 4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
- 5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the preappointment waiver package.

 (End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.

For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

- (a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html
- (b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. (End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work. Practice telework regularly to ensure effectiveness.
- · Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations. (End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security

The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

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For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

- 1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
- 2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
- 3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
- 4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
- 5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
- 6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
- 7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
- 8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
- 9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the con-



tractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department. (End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding. (End of Clause)

| 52.204-1 Approval of Contract (Dec 1989) | <u> </u> | |
|---|---|--|
| This contract is subject to the written approval of | and shall not be binding until so approved. | |
| (End of clause) | | |
| 52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - A | Alternate I (Mar 2015) | |

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

- (1) Any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;





- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.
- "Involuntary servitude" includes a condition of servitude induced by means of-
- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.
- "Severe forms of trafficking in persons" means--
- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-



- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) Contractor requirements. The Contractor shall--
- (1) Notify its employees and agents of--
- (i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title Document may be obtained from: Applies to performance in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--
- (1) Requiring the Contractor to remove a Contractor employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;



- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum-
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from--
- (A) Conducting an internal investigation; or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:



- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either--
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.
- (b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.
- (c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no



financing payment shall be made under this contract. Upon receipt of adequate security, mancing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

- (d) Reservation of rights.
- (1) No payment or other action by the Government under this clause shall-
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause-
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:
- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
- (f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.
- (g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.
- (h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests.
- (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or perform-



ance criterion which has been or is represented as being payable.

- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments.
- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's--
- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Title.
- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is re-



ported in writing to the Contracting Officer.

- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights. (1) No payment or vesting of title under this clause shall-
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause--
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and

52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any ______. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank



Dear Industry Partner:

The purpose of this letter is to notify you of a process change for the submission of your company's commercial invoices to the Federal Bureau of Investigation (FBI) for payment. This new central invoicing process is described below, which applies to all commercial invoices submitted after April 1, 2016.

BACKGROUND:

From October 2015 to February 2016, the FBI Finance Division conducted a Centralized Invoicing pilot, as part of a larger Payments Initiative to improve our payment process to commercial vendors. Based on vendor input and the overall process improvement, the FBI will now proceed with deploying this central invoice submission process change to all commercial vendors. This letter notifies all remaining affected commercial vendors of this process change, and provides guidance on future invoice submissions. This Central Invoice process change is a step in the direction of implementing electronic invoicing business processes by FY 2018, per OMB direction and the FBI's vision. The FBI continuously strives to improve its vendor services, working closely with our vendors to process invoices and payments in a timely, efficient and transparent manner.

INVOICE SUBMISSION PROCESS:

Guidance (effective April 1, 2016): All commercial invoices shall be submitted via the following new process:

- The invoice should be attached to an email, and sent to the following address: central_invoices@ic.fbi.gov
 - It is imperative that the invoice contains current and accurate contract information (contract/order number), otherwise risks being rejected.
- Upon receipt of the invoice, a confirmation email will be sent back to the sending email address. At this point the invoice is considered received, and will begin processing through the FBI's internal payment systems.
 - Please note, invoices received before 5pm EST (Monday-Friday) will be considered "received" that business
 day. Any invoice received after 5pm EST will be considered "received" and will be entered into the invoice
 system on the following business day.

CONTRACT TERMS AND CONDITIONS:

- For existing contracts/orders, the Contracting Officer will incorporate the language associated with the new invoice process (i.e., the new submission address) the next time a modification is issued to the active contract/order.
- All new contracts/orders will contain the new language/process at the time of award.

FAQs:

- What is the centralized invoice process change?
 - Rather than invoices being submitted de-centrally to your FBI representative or address specified in your contract, invoices must now be submitted centrally to one email location: central_invoices@ic.fbi.gov. From here, Vendors will receive a confirmation receipt email, and the invoice will be entered into the FBI's internal workflow system.
- Does this centralized invoice submission change apply to all FBI contracts?
 - No. The new submission process (central_invoices@ic.fbi.gov) applies to overt commercial invoices only. All other
 payment methods (covert, direct expense, etc.) will not change and invoices should continue to be submitted
 through normal mechanisms.

- How does this impact my payment processing?
 - Based on data from the pilot, the FBI reduced the timeline for paying commercial vendors. As the FBI increases the scale of invoices submitted centrally via the new process (central_invoices@ic.fbi.gov), the FBI seeks to continue these process improvements.
- If I have a question related to my contract, who do I contact?
 - The Contracting Officer/Contract Specialist or designated Point of Contact (POC) as outlined in your contract/order.
- If I have questions or issues submitting invoices through the new process, who do I contact?
 - Vendors experiencing any logistical/technical issues in submitting invoices should contact Bill Huntington, w.huntington@ic.fbi.gov.
- Is there a size limit to the invoice my company submits?
 - The max email file size which can be accepted is 10MB. For any invoices which have supporting documentation larger than 10MB, please contact Bill Huntington, w.huntington@ic.fbi.gov to arrange for an alternate submission method.
- What action does my company need to take?
 - o 1) Provide this letter to relevant stakeholders (i.e., accounting departments, contract managers, etc.).
 - o 2) Ensure all invoices submitted contain current information (e.g., contract/order number)
 - o 2) Ensure that all future commercial invoices are submitted via the new method (central_invoices@ic.fbi.gov)

Additionally, as part of the Payments Initiative, in summer 2015 the FBI rolled out a Vendor Payment Inquiry Service. This service is intended to provide our vendor community with increased customer service regarding payment matters. Vendors should continue to contact the Contracting Officer listed on your contract for routine questions, such as those related to contract terms, conditions and invoice payment status. However, Vendors still experiencing payment challenges have the opportunity to contact: FBI_vendor_inquiry@ic.fbi.gov after the payment due date has passed. Please include a copy of the invoice as well as the Contract/Purchase Order number and the name of your Contracting Officer. The Vendor Payment Inquiry team will confirm receipt of email within 24 hours, research the invoice issue, and provide a response and/or interim status within three business days.

Thank you for your partnership with the FBI, and the services/goods provided in support of our national security and law enforcement missions. We are committed to improving your vendor experience with the FBI. Should your company have any questions or concerns, we encourage you to contact your Contracting Officer.

Sincerely,
Finance Division
Federal Bureau of Investigation

Record Details Page 1 of 1

For Official Use Only Privacy Act of 1974, As amended.

Record Details

MAIN

CAGE 07TG0 **DUNS** 808883854

MISC ID

BUSINESS TYPE 2A - , 2F - State Government, Z2 - **CORPORATE STATUS** Federal, State, County, City

GENERAL

RECORD STATUS U

CEFT TRANS DATE 04/20/2018
VENDOR UPDATE DATE 04/20/2018
FED TAX ID 04/20/2018
Code 45

TAX TY EIN

BANK

RTN 123000848

LOCK BOX#

ACCT Code 51(c)

ACCT TY Checking

BANK RSN

BANK US BANK NA **PHONE** 800-937-6310

WAIVER N METHOD CTX

COMPANY INFORMATION

CMPNY NM WASHINGTON STATE PATROL
ADDRESS 1 106 11TH AVE SW STE 3100

ADDRESS 2

CITY OLYMPIA

STATE WA

ZIP 98501-2201

CTRY USA

REMITTANCE INFORMATION

NAME WASHINGTON STATE PATROL ADDRESS 1 BUDGET AND FISCAL SERVICES

ADDRESS 2 PO BOX 42602

CITY OLYMPIA

STATE WA

ZIP 98504-2602

CTRY USA

COMPANY ACCOUNTS RECEIVABLE POC

POC ALAINE JOHNSON

E-MAIL ALAINE.JOHNSON@WSP.WA.GOV

PHONE 360-596-4033 **FAX** 360-596-4079

For Official Use Only Privacy Act of 1974, As amended.



Welcome to the Treasury Check Information System (TCIS)

BFS Home

About TCIS

Help

TCIS Profile

Logout

Payment Details

Payment History

TRACE NUMBER:

ALC:

TAS:

BETC:

Claim Details

21004332

DISB

08132015101036151601733

02120152015 2020000

Payee ID: 916001127

Payee Query

WASHINGTON STATE PATRO

Payment Listing

Payment Date: 08/13/2015

Payment Amount: \$4,270.59

Check/ACH

Query

Payee Name:

Schedule Number: 00000150813077

Payment Status: PAYMENT HAS BEEN PROCESSED

Payee's FI C/S DAN: C Code 51(c)

FIRTN: 123000848

FI Name: US BANK NA

FI Address: 10035 EAST 40TH AVENUE SUITE 100

DENVER, CO 80238 FI Phone: (800) 937-6310

Cancellation Date:

Reason For Return: Orig Return Reason Code:

Pay Official - Invoice

| [-]Document | Information | | | | | | | |
|-----------------|-----------------------------|------------------|-------------------|-----------------|------------------|---------------------|-------------------|---------------|
| Contract N | umber Type | Contract I | Number | Delivery Order | Reference | Procurement Iden | tifier E | ffective Date |
| DoD Contra | act (FAR) | W911S81 | 4P0149 | | | | | 2014/05/30 |
| Invoice Nu | mber | In | voice Date | Final In | voice? | In | voice Received Da | te |
| 00057666 | | 2 | 2015/06/15 | Ņ | 1 | | 2015/06/17 | |
| Summary of | of Detail Level Information | on | | | | | | Total (\$) |
| 1 CLIN/SLI | N(s) | | | | | | | 4,263.00 |
| 0 Miscellan | eous Amount(s) | | | | | | | 0.00 |
| | | | | | | Document Total (| \$): | 4,263.00 |
| Shipment I | Number | | | Shipment Da | ate | | Final Shipment | |
| 0005 | | | | 2015/06/17 | 7 | | N | |
| [-]Line Item II | nformation | | | | | | | |
| Item No. | Product/Service ID | Qualifier | Qty. Shipped | Unit of Measure | UofM Code | Unit Price (\$) | Qty. Accepted | Amount (\$) |
| 1001 | ACCESS | SV | ; | B Months | MO | 1,421.00 | | 4,263.00 |
| | SDN | | ACRN | | AAI | | PR Number | |
| | | | AB | | | | | |
| | Descript | tion | | | | | | |
| | ACCESS | S User fee for a | April 1- June 30, | 2015 | | | | |
| | | | | | | Line Item Total (\$ | i): | 4.263.00 |

[-]Address Information

| | Prime | Contractor | | Administered By | | | |
|---------------|--------------|---------------|------------------|---------------------|-------------------|-------------|--|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | | |
| 07TG0 | 808883854 | | | W911S8 | | | |
| Activity Name | 1 | | | Activity Name 1 | | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS | S-MC CHORD | | |
| Activity Name | 2 | | | Activity Name 2 | | | |
| Activity Name | 3 | | | Activity Name 3 | | | |
| Address 1 | | | | Address 1 | | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CO | NTRACTING | | |
| Address 2 | | | | Address 2 | | | |
| | | | | BLDG 2015 4TH ST BO | X 339500 MS 19 | | |
| Address 3 | | | | Address 3 | | | |
| Address 4 | | | | Address 4 | | | |
| | | | | JOINT BASE LEWIS MO | CCH WA 98433-9500 | | |
| City | | State | Zip | City | State | Zip | |
| OLYMPIA | | WA | 98504 | | | | |
| Country | | Military Loca | tion Description | Country | Military Locat | ion Descrip | |
| USA | | | | | | | |

| W56DRN HQ0- Activity Name 1 Activ M12K JBLM LEWIS DES DFA: | DAAC Extension 0490 civity Name 1 AS-INDY VP GFEBS civity Name 2 |
|--|--|
| Activity Name 1 Activ N12K JBLM LEWIS DES DFA: | tivity Name 1 AS-INDY VP GFEBS |
| N12K JBLM LEWIS DES DFA | AS-INDY VP GFEBS |
| | |
| Activity Name 2 Activ | rivity Name 2 |
| | ivity Name 2 |
| Activity Name 3 Activ | ivity Name 3 |
| Address 1 Addr | dress 1 |
| BLDG 9630 I STREET 8899 | 9 E 56TH STREET |
| Address 2 Addr | dress 2 |
| FORT LEWIS WA 98433-9500 INDIA | DIANAPOLIS IN 46249-3800 |

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description** Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City Zip State

Country **Military Location Description**

[-]Misc Information

Marina Foster

Email:

Initiator

Date of Action / IRD: Name:

2015/06/17 1459 MDT / 2015/06/17

1459 MDT

Phone #: 360-596-4039

> Title: F/A 2

Action(s):

[Submitted, Web, Combo, Processed

via EDI]

DSN:

Org Email:

sheri.seibold@wsp.wa.gov

marina.Foster@wsp.wa.gov

Attachments: Comments:

Payment Official

Name: Date of Action: 2015/06/17 1709 MDT Phone #:

DSN:

Email:

Title:

888-332-7366, OPTION 2

Action(s):

[Suspended]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:000000307477149. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official

Name: Date of Action: Phone #:

DSN:

| Email: | Title: | Action(s): |
|--|----------------------|---|
| | | [Processed via EDI] |
| Org Email: | | |
| CIN Code 45 @DFAS.MIL | | |
| Attachments: | | |
| Comments: | | |
| Document was processed by the entitlement system. Processed. IDOC:0000 Customer Service Telephone Number: 888-332-7366, OPTION 2 | 0000307477149. Goods | s Receipt not posted. Invoice Blocked for payment. DFAS |
| [-]Workflow Information | | |
| ACTION BY: Payment Official | | |
| ✓ Document Accepted | | |
| ✓ Document Processed | | |
| ☐ Document Rejected | | |
| ☐ Document Suspended | | |
| Close | | |

Pay Official - Receiving Report

| [-]Document I Contract No | | ontract Numb | nor Doliv | ery Order | Poforor | oo Bro | ocurement Ide | ntifior | Effective Da | ito Ineno | ction Point | Accont | ance Point |
|---------------------------|-----------------------|-----------------|-------------|-----------------|--------------|-----------------|---------------|-----------|------------------------------|------------------|-------------------------|------------|----------------|
| DoD Contract | | 911S814P01 | | ery Order | Kelelei | ice Fio | ocurement ide | illilei | 2014/05/30 | | D D | Ассери | D |
| Shipment N | , | | ment Date | | Final Shi | nmont | | Ectima | ted Delivery D | | Supplie | | Service |
| 0005 | lullibei | • | 15/06/17 | | N IIIai Siii | pillelit | | LStilla | led Delivery D | ate | О | :5 | Oel vice |
| | | 20 | 13/06/17 | | IN | | | | | | _ | | • |
| Invoice Nur | nber | | | | | | voice Date | | | | Final Invo | ce | |
| 00057666 | | | | | | 2 | 2015/06/15 | | | | N | | |
| Submit Trai Later | nsportation Data | Transpo Code | rtation Acc | ount | TCN | Gross Weigh | Cuba | | ransportation Method/Type | Se | rial Shippin Coo | | ner FOB |
| | | | | | | | | | | | | | D |
| Transportat | tion Leg | | Standar | d Carrier A | Alpha Cod | le | | Bill of I | _ading Numbe | er | Bill o | f Lading 1 | Гуре |
| Secon | dary Transporta | tion Tracking | g Number | | | | | Track | ing Type | | Tracking I | Descriptio | on |
| Special Pac | ckage Markings / | Special Han | dling Requi | irements | | | | | | | | | |
| Summary o | f Detail Level Inf | ormation | | | | | | | | | | | Total (\$) |
| 1 CLIN/SLIN | l (s) | | | | | | | | | | | | 4,263.00 |
| [-]Line Item In | formation | | | | | | | | | | | | |
| Item No. | Product/Service ID | Qualifier | NSP | Qty. Shipped | - | nit of asure | UofM Code | L | Init Price (\$) | Qty. Received | Qt ₂ Acce | | Amount (\$) |
| 1001 | ACCESS | SV | N | 3 | M | onths | MO | | 1,421.00 | 3 | | 3 | 4,263.00 |
| SDN | ACRN | AAI | GFE | Advice | Code | | Project Cod | е | Multi-l | Box Pack In | ıd. | PR N | umber |
| | | | | | | | - | | | | | | |

Type Designation Method

Type Designation Value

Description

ACCESS User fee for April 1- June 30, 2015

Special Package Markings / Special Handling Requirements

Line Item Total (\$): 4,263.00

[-]Address Information

| | Prime | Contractor | | Administered By | | | |
|---------------|--------------|----------------|-----------------|-----------------------------|---------------|---------------|--|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | | |
| 07TG0 | 808883854 | | | W911S8 | | | |
| Activity Name | 1 | | | Activity Name 1 | | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS-MC CHO | RD | | |
| Activity Name | 2 | | | Activity Name 2 | | | |
| Activity Name | 3 | | | Activity Name 3 | | | |
| Address 1 | | | | Address 1 | | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CONTRACTIN | ٧G | | |
| Address 2 | | | | Address 2 | | | |
| | | | | BLDG 2015 4TH ST BOX 339500 | MS 19 | | |
| Address 3 | | | | Address 3 | | | |
| Address 4 | | | | Address 4 | | | |
| | | | | JOINT BASE LEWIS MCCH WA 9 | 8433-9500 | | |
| City | | State | Zip | City | State | Zip | |
| OLYMPIA | | WA | 98504 | | | | |
| Country | | Military Locat | ion Description | Country | Military Loca | ation Descrip | |

USA

Ship To

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country Military Location Description

Payment Official

DoDAAC Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country Military Location Description

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip

Country Military Location Description

Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country Military Location Description

DSN:

Action(s):

[Submitted, Web, Combo]

[-]Misc Information

Initiator

Email:

Name: Date of Action:

2015/06/17 1459 MDT

Phone #: 360-596-4039

Title:

F/A 2

596-4039

marina.Foster@wsp.wa.gov

Org Email:

Marina Foster

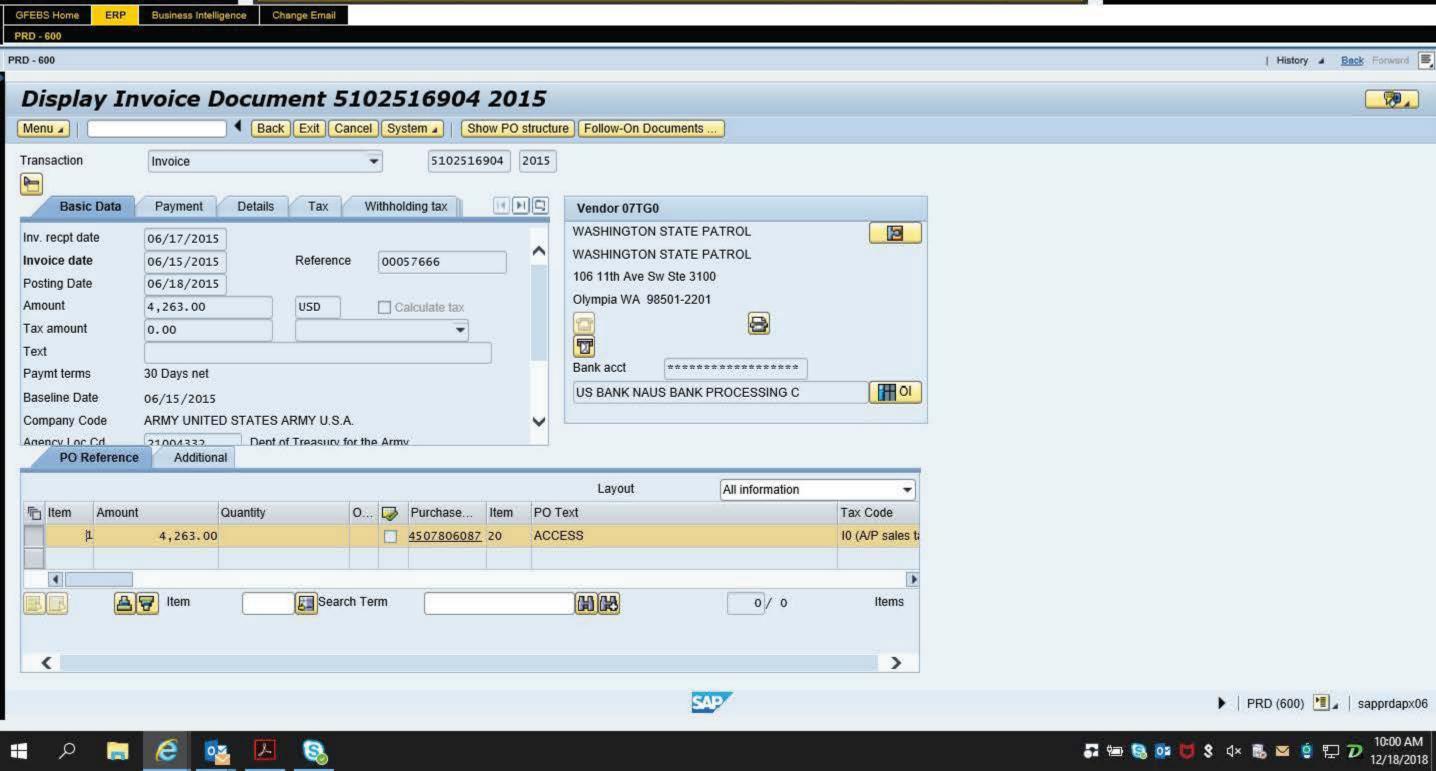
sheri.seibold@wsp.wa.gov

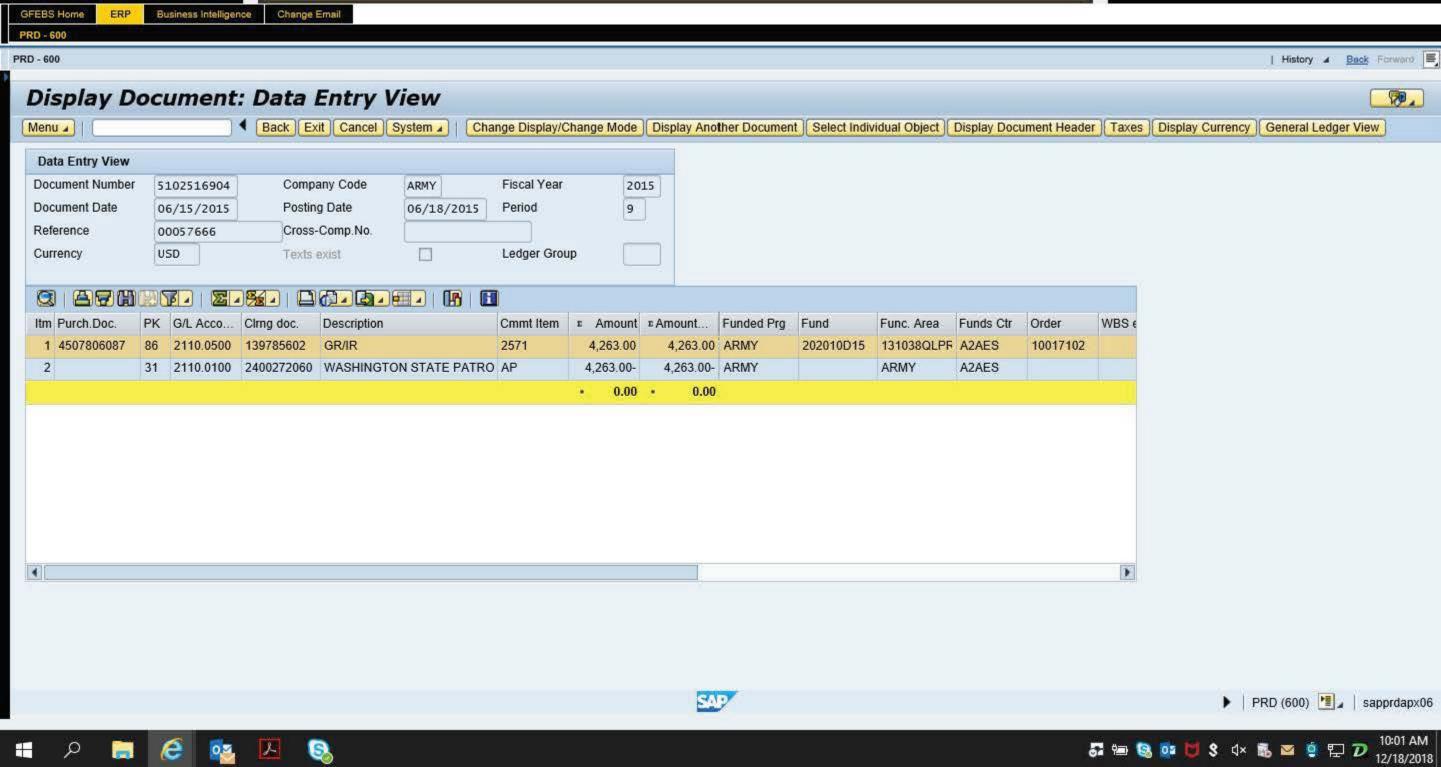
Attachments: Comments:

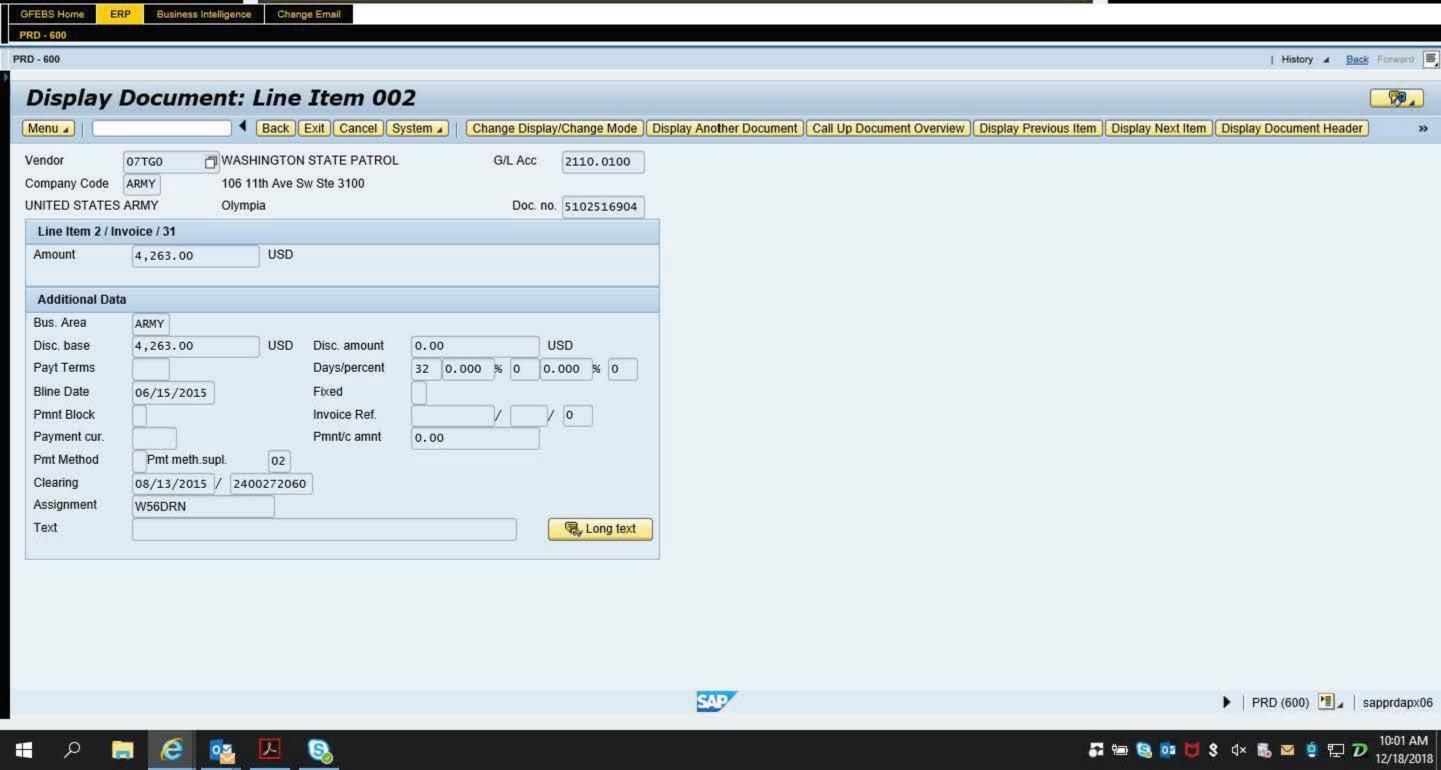
Acceptor

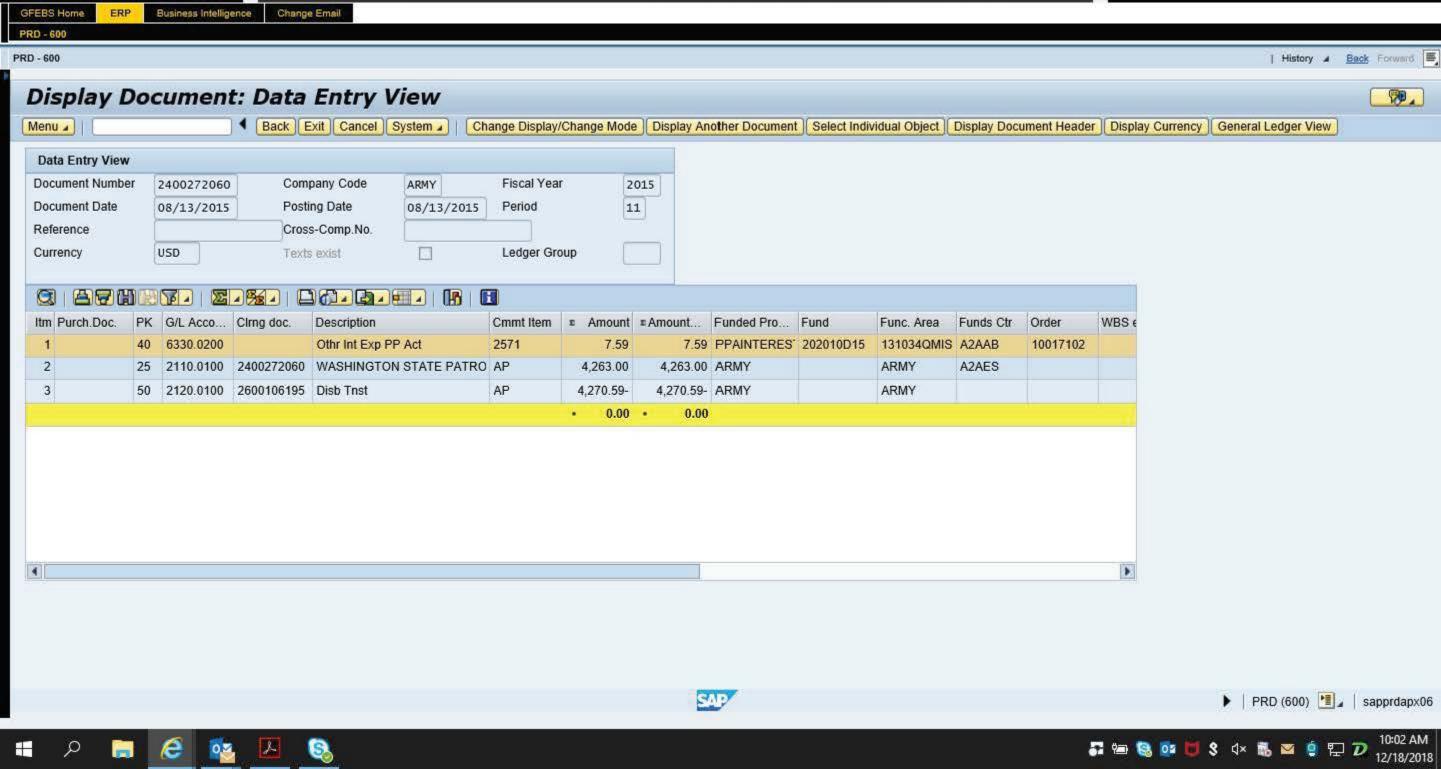
Date of Action: DSN: Name: Phone #: KIM.ANGELINE WILKINS-AVALOS 2015/06/18 0654 MDT 253-966-7291 Email: Title: Action(s): SUPPLY TECH [Accepted, Processed via EDI] kim.a.wilkins-avalos.civ@mail.mil Org Email: kim.a.wilkins-avalos.civ@mail.mil Attachments: Comments: Payment Official Date of Action: Phone #: DSN: 2015/06/18 0905 MDT 888-332-7366, OPTION 2 Title: Action(s): Email: [Processed via EDI] Org Email: CIN Code 45 DFAS.MIL Attachments: Comments: Document was processed by the entitlement system. Processed. IDOC:000000307607816. DFAS Customer Service Telephone Number: 888-332-7366, OPTION [-]Workflow Information **ACTION BY: W56DRN** Has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting ✓ CQA documents **Date Received Acceptance Date** ✓ Acceptance KIM.ANGELINE WILKINS-AVALOS 2015/04/01 2015/06/18 ☐ Reject to Initiator Signature Of Authorized Government Representative **ACTION BY: Payment Official** ✓ Document Reviewed ✓ Document Processed ☐ Document Suspended ☐ Document Available For Recall

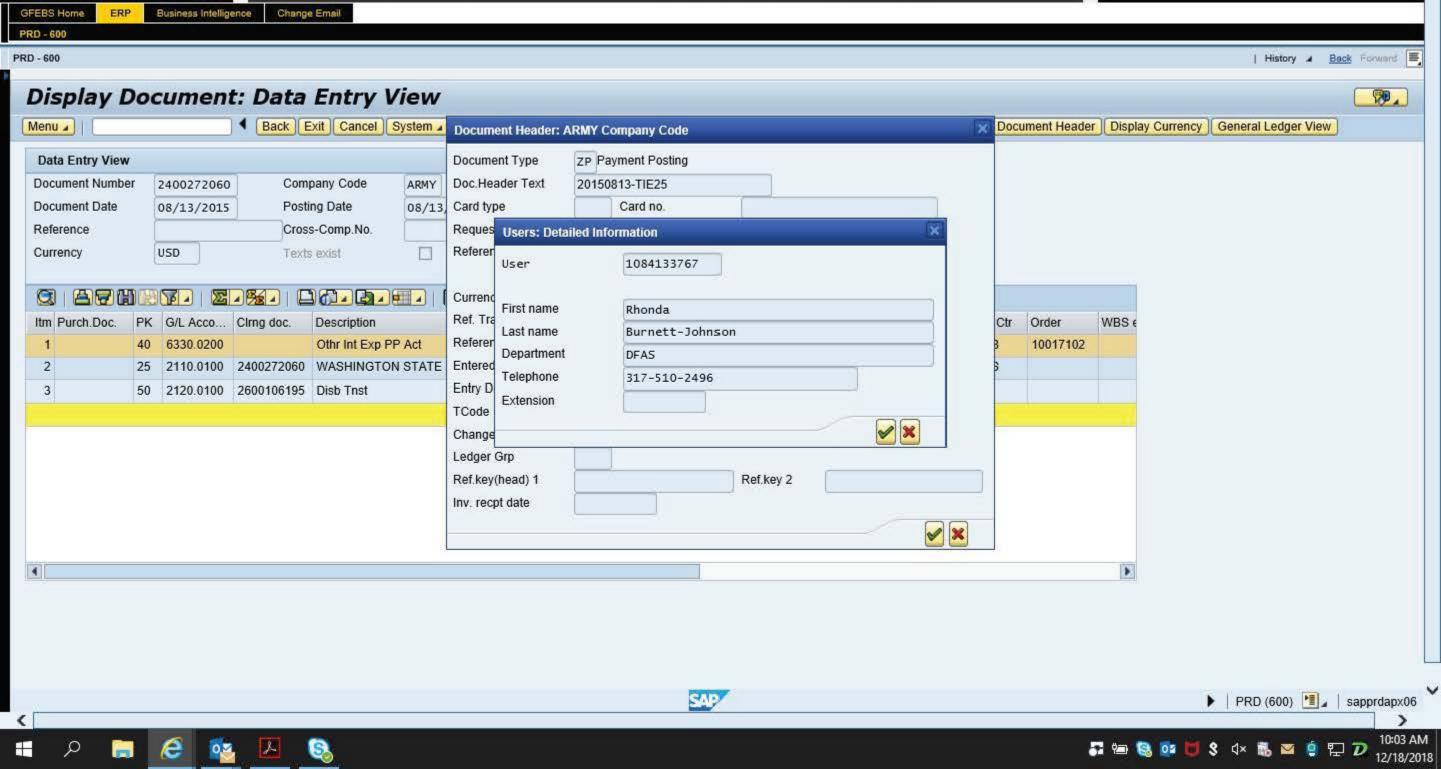
Close

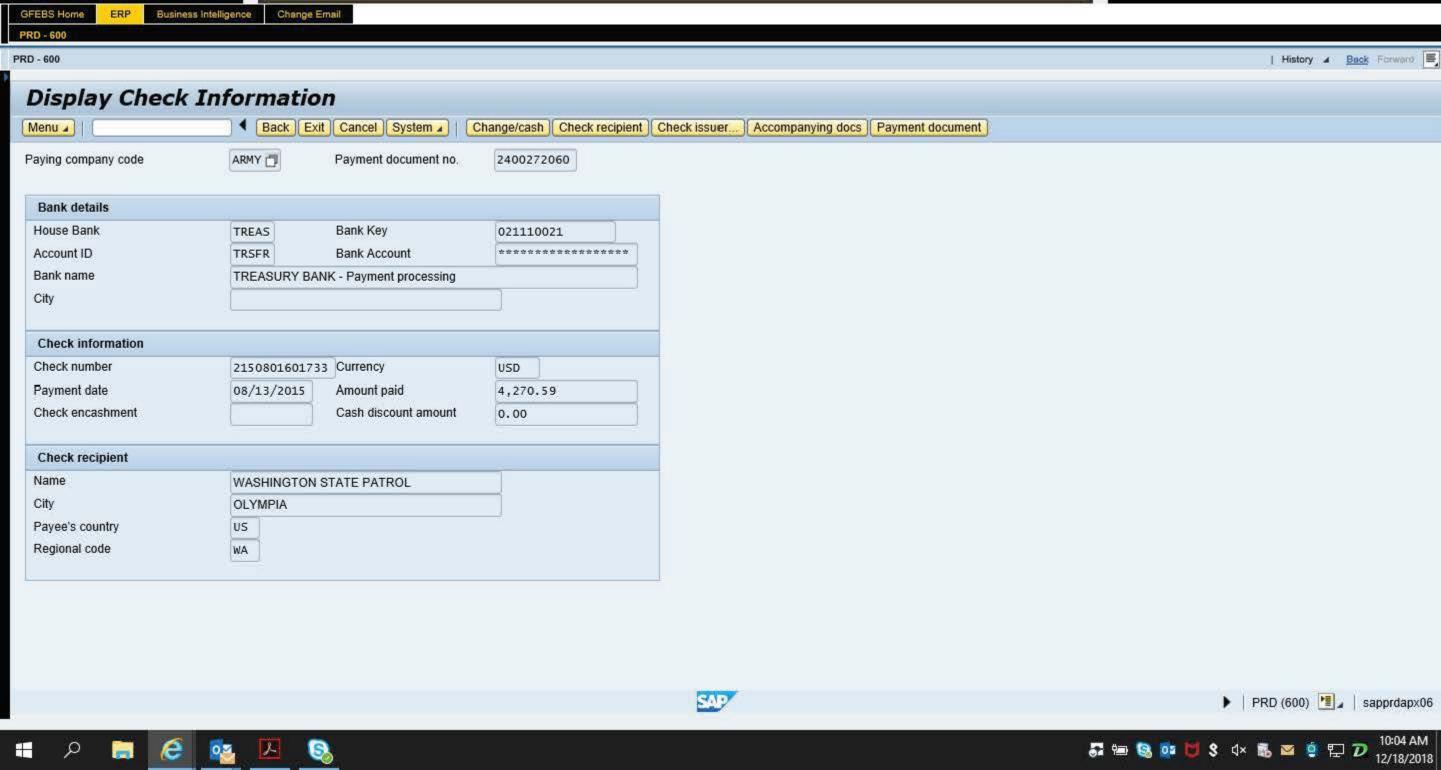


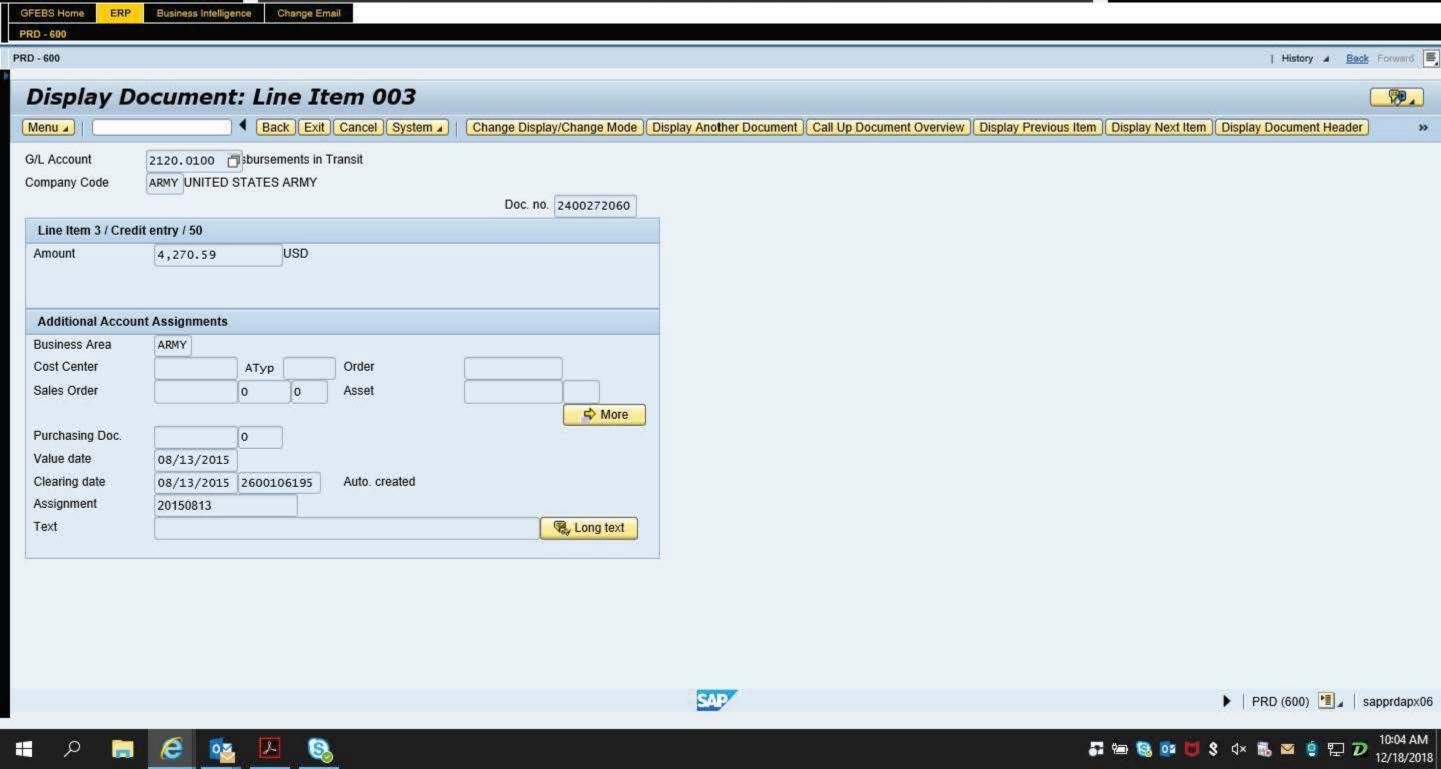


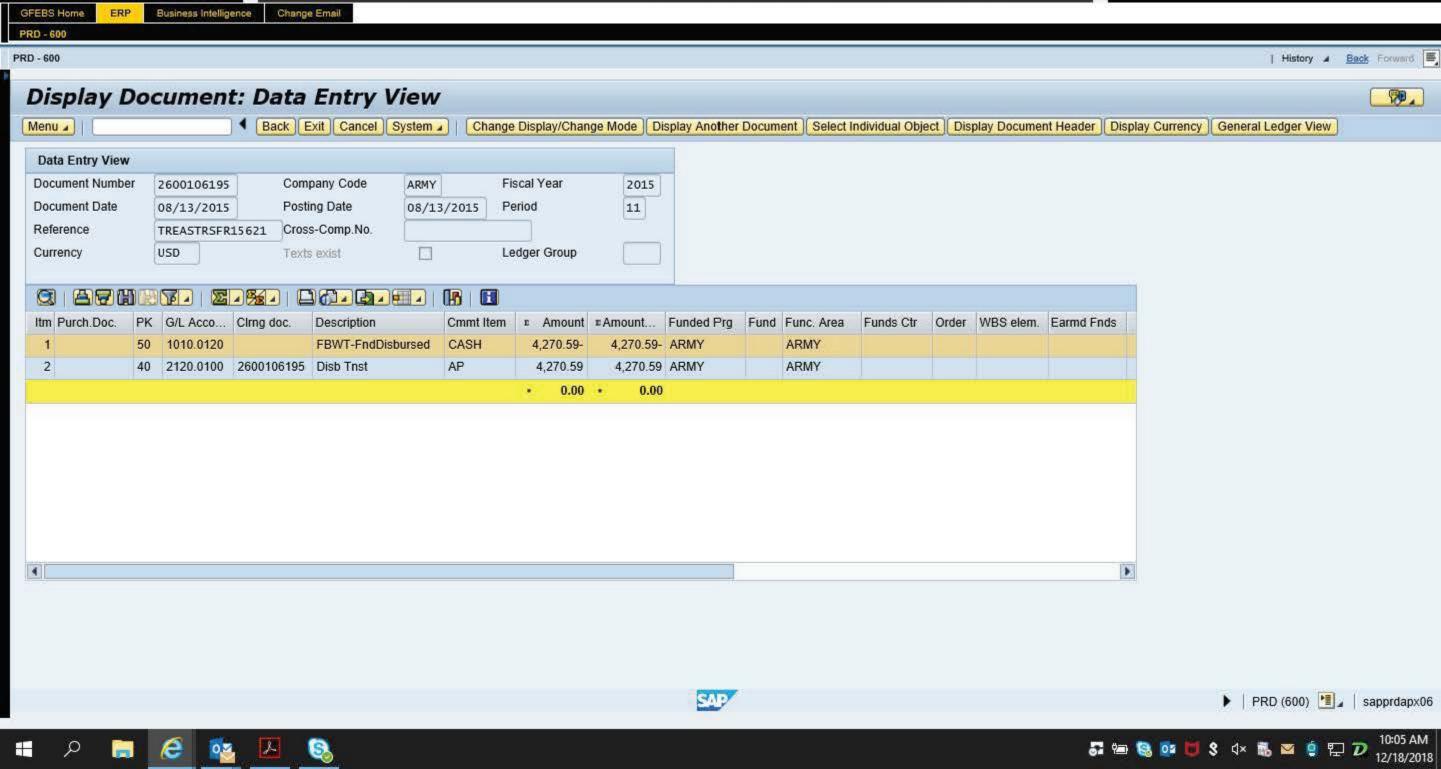












CMS CASE PRINTED BY CIN23782

FOUO - PII - THIS DOCUMENT CONTAINS INFORMATION SUBJECT TO THE PRIVACY ACT OF 1974 AS AMENDED "FOR OFFICIAL USE ONLY"

Member Data

Contract Number Small Business

W911S814P0149

POC Information

 Company Name
 Cage CD
 Address

 COR
 Address

<u>City</u> <u>State</u> <u>ZIP Code</u> <u>Alt Address</u>

POC NamePhonePhone Ext.FaxEmail
JAMES.TALBOTTEmail
JAMES.S.TALBOTT.CIV@MAIL.MIL

Case Information

Case ID Current Status Date Opened Currently Assigned to System (CCC Company Lock Open Company Lock Op

| Section | Content Status | Date Opened | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / 12 | System / CCC ComPay / Indy Ops / GFEBS 3 / Indy Ops / Indy Ops

Description
Email via Ask DFAS: 201808200970

Customer Type: Contracting Official

Company/Organization: Mission Installation Contracting Command - Joint Base Lewis McChord

Primary Phone: 2539667932
Primary Phone Type: Work
Secondary Phone: 2539667932

Preferred Method of Contact: Primary Email

CAGE Code/Vendor ID: 07TG0

Pay Office DoDAAC: HQ0490

Contract Number: W911S814P0149

Vendor Invoice No. (Max = 3): INV57666; INV60896A; INV63025A

August 20, 2018

The vendor submitted invoices which crossed fiscal years and the invoices were paid. I need to have the payments rescinded and funds returned to their appropriate fiscal years so the contractor can then invoice to the correct fiscal years.

download file: W911S8-14-P-0149-P00006 Rate Increase CONFORMED.pdf W911S8-14-P-0149-P00006 Rate Increase CONFORMED.pdf (847 KB)

download file: MFR Invoice Discrepancy W911S814P0149.pdf MFR Invoice Discrepancy W911S814P0149.pdf (173 KB)

download file: P2P REPORT_INV54037_INV57666_INV60896A_INV63025A W911S814P0149.pdf P2P REPORT_INV54037_INV57666_INV60896A_INV63025A W911S814P0149.pdf (2,009 KB)

Talbott, James Stephen

5 HQ0490 Combo D/D 07TG0 808883854 W911S814P0149 0005 2015-06-17 2015-06-17 2015-06-18 Processed 00057666 2015-06-17 2015-06-17 Processed \$ 4,263.00 PO: 4507806087

FCC: A2AES

Category

Indy CCC Team 1 (Input Point)

<u>Name</u> **Grade** HUMPHREY, SABRA

System / CCC ComPay / Indy CCC / Indy CCC Team 1

Phone 317-212-0547 E-Mail

sabra.humphrey.civ@mail.mil

Action/Comments

1-The requestor is requesting the following: payments rescinded and funds returned to their appropriate fiscal years so the contractor can then invoice to the correct

fiscal years. Please advise and thank you.

Action Taken Referred to Organization Date **Days Opened** Referred (New) System / CCC ComPay / Indy Ops / GFEBS 3 08-21-2018 13:55

Indy CCC Team 1 (Case Updated)

Organization <u>Name</u> **Grade**

HUMPHREY, SABRA System / CCC ComPay / Indy CCC / Indy CCC Team 1

E-Mail

317-212-0547 sabra.humphrey.civ@mail.mil

Action/Comments

Action Taken Referred to Organization Date **Days Opened**

08-21-2018 14:03 Updated

GFEBS 3

Organization Name Grade

System / CCC ComPay / Indy Ops / GFEBS 3 HUDSON, ROBERTJ

<u>Phone</u> <u>Ė-Mail</u>

robert.j.hudson20.civ@mail.mil 317-212-4920

Action/Comments

Refer to GFEBS Tech 4. Andre - I think this ticket is related to the first ticket I assigned to you. Please work with Randy on this issue.

Action Taken Referred to Organization Date **Days Opened** System / CCC ComPay / Indy Ops / GFEBS 3 / GFEBS3 Tech 4 08-27-2018 15:42 Reviewed

Indy CCC Team 2

Organization
System / CCC ComPay / Indy CCC / Indy CCC Team 2 Name CARTER, QUANECEC Grade

Phone E-Mail

3172120213 quanece.c.carter.civ@mail.mil

Action/Comments

vender requesting status

Action Taken Referred to Organization **Days Opened Date**

09-21-2018 12:20 Status Requested

Indy CCC Team 2 (Case Updated)

Organization
System / CCC ComPay / Indy CCC / Indy CCC Team 2 <u>Name</u> JOHNSON, SANDRAK **Grade**

Phone 317-212-0375 E-Mail sandra.k.johnson2.civ@mail.mil

Action/Comments
Customer called and requested status update.

Sending ticket to Melissa since this request was initially sent 08/21/2018.

Action Taken Referred to Organization Date **Days Opened**

10-24-2018 13:04 33

Indy CCC Team 2 (Case Updated)

Organization Name **Grade** JOHNSON, SANDRAK

System / CCC ComPay / Indy CCC / Indy CCC Team 2 **Phone** E-Mail

317-212-0375 sandra.k.johnson2.civ@mail.mil

Action/Comments

Mr Talbott would like for the Audit team to contact him with a projected completion date of this audit request.

He will not hold you to that date but needs something to tell his customer

Referred to Organization **Days Opened** Action Taken Date 10-24-2018 13:15

Indy CCC Team 1 (Case Updated)

<u>Name</u> **Grade** Organization

System / CCC ComPay / Indy CCC / Indy CCC Team 1 MCGEE, MELISSAA

<u>Phone</u> E-Mail 317-212-0212

melissa.a.mcgee2.civ@mail.mil **Action/Comments**

Sent follow up request to S. Wright for assistance.

Referred to Organization N/A Days Opened Action Taken

<u>Date</u> 10-24-2018 14:52 Updated



DEFENSE FINANCE AND ACCOUNTING SERVICE INDIANAPOLIS - ACCOUNTS RECEIVABLE 8899 EAST 56TH STREET INDIANAPOLIS, IN 46249

IN REPLY Ref: 2019, GFEB, CRE

REFER TO Accounting Operations, Accounts Receivable Dir

January 28, 2019

WASHINGTON STATE PATROL 106 11TH AVE SW STE 3100 OLYMPIA WA 98501-2201

Dear Defense Contractor:

This letter is to inform you that you are indebted to the United States Government in the amount of \$4,263.00 arising from W911S8-14-P-0149-, Bill of Collection (BOC) # 19353132244C45. The debt is the result of Credit Memo. Documentation substantiating this debt is enclosed.

Failure to remit payment to DFAS in the amount of \$4,263.00 within 30 day(s) of the date of this letter will result in the debt being considered delinquent and the assessment of **interest charges** and **administrative fees** as detailed in para (2).

(1) TO PAY THE AMOUNT DUE:

Reference the following Line of Accounting (LOA) when submitting payment via Pay.gov or EFT:

| Approp | Limit | Long Line | SDN | APC Code | Station | TOTALValue |
|------------|--------|--|------------|----------|---------|------------|
| 21 15 2020 |) **** | 0212014201420200000113131257 00001001710 6100.9000021001 | 1300013589 | 9 A2AES | 021001 | 4263 |

- a. go to https:\\www.pay.gov\public\home
- b. Click "Find an Agency"
- c. click the letter 'D' for DFAS
- d. Click "Defense (DOD) Defense Finance and Accounting Service (DFAS)"
- e. Click 'DFAS Contractor Debt Payment 8522' to make a payment
- f. https://www.pay.gov/public/form/start/247720778

In the alternative, **EFT** payments may be transferred to the following account:

Not Available

Account Number: ABA Number: Swift Number: Submitting your payment electronically via **www.pay.gov** or **EFT** helps to reduce risk, expedite posting, and minimize interest/penalties. However, if you are unable to submit electronic payment, send a check made payable to US TREASURY that includes BOC # **19353132244C45** on the memo line to the following address:

DFAS-IN AR
DEPT 3400 GFEBS VENDOR PAY 8522
MAILROOM, 211AA, SECOND FLOOR
8899 EAST 56TH STREET
INDIANAPOLIS, IN 46249-3400

(2) NOTICE OF INTEREST, PENALTIES, AND FEES:

If payment in full is not received within 30 day(s) from the date of this letter, the debt will be considered delinquent, resulting in a \$26.00 administrative fee. Further, **interest** will begin accruing at a rate established by the Secretary of the Treasury pursuant to F.A.R. § 32.604. Interest will be calculated from the date of this letter and will continue to accrue until the debt is paid in full.

Additionally, if payment is delinquent for 90 days, a **penalty** of 6% will be assessed, accruing from the date of delinquency pursuant to 31 U.S.C. § 3717.

If payment is not received in full 60 days from the date of this letter your debt may be referred to the Debt Management Office, resulting in an administrative **fee** in the amount of \$50.00, and referral to the Department of Treasury, resulting in additional fees as detailed in para. (8).

(3) TO REQUEST A COPY OF DEBT RECORDS:

If you would like a copy of records related to this debt, please e-mail the request to paul.d.jarrett.civ@mail.mil, or mail the request to:

DFAS-IN AR
DEPT 3400 GFEBS VENDOR PAY 8522
MAILROOM, 211AA, SECOND FLOOR
8899 EAST 56TH STREET
INDIANAPOLIS, IN 46249-3400

(4) TO REQUEST A REVIEW OF THE DEBT DETERMINATION:

If you believe that you do not owe the debt or that the amount is incorrect, please send your explanation and supporting documentation to the address listed in para. (3) within 30 day(s) of the date of this letter. Because interest will continue to accrue from the date of this letter while the debt is in dispute, we recommend that you remit payment immediately.

(5) TO REQUEST AN INSTALLMENT AGREEMENT:

WASHINGTON STATE PATROL may request a written agreement to pay the debt in installments over a period not to exceed 36 months if WASHINGTON STATE PATROL can demonstrate that it cannot currently pay the full amount due. A valid request for an installment agreement must (1) be received within 30 day(s); (2) be in writing; and (3) be supported by financial statements showing WASHINGTON STATE PATROL's assets, liabilities, income and expenses for the last 36 months. Financial statements must be signed by an authorized official of WASHINGTON STATE PATROL under penalty of perjury attesting to the truth and accuracy of the facts contained therein. Requests for installment agreements should be forwarded to the address listed in para. (3). Thereafter, this office will turn the request for installment agreement over to the Debt Management Office for processing.

(6) IF DEBTOR HAS FILED FOR BANKRUPTCY:

You must immediately notify DFAS if you file for bankruptcy by sending notice to the address listed in para. (3). The notice must provide:

- a. the name and date on the filed bankruptcy petition;
- b. the Federal Bankruptcy Court where the bankruptcy petition was filed;
- c. the bankruptcy court docket number; and
- d. whether the U.S. Government or DFAS was listed as a scheduled creditor.

(7) NOTICE OF THE GOVERNMENT'S RIGHT TO OFFSET DEBT:

The Government has the right to offset the amount due against any payments due to WASHINGTON STATE PATROL. This right may be exercised at any time.

(8) NOTICE OF REFERRAL TO TREASURY:

If WASHINGTON STATE PATROL has not liquidated the debt or established an installment agreement within **60 days** of the date of this letter, this office may transfer the debt to the Debt Management Office for immediate referral to the Department of Treasury for collection. As a result, the debt will be subject to additional administrative fees and the following actions may be taken:

- a. the debt will be subject to the Department of Treasury offset from Federal payments and payments from states that have entered into reciprocal agreements due to WASHINGTON STATE PATROL. A fee for each offset will be added to the debt as an additional administrative charge. Federal payments eligible for this offset include contract payments and Federal income tax refunds;
- b. the debt may be reported to a credit bureau;
- c. the debt may be referred to a private collection agency, incurring additional administrative charges ranging from 28% to 30%; and
- d. the debt may be referred to the Department of Justice for litigation, incurring additional administrative charges.

(9) High-Dollar Overpayments:

In accordance with OMB Circular A-123, appx. C, Part III, an overpayment in excess of 50% of the correct amount of the intended payment to an entity, which exceeds \$25,000 as a single payment or in cumulative payments for the quarter, is a high-dollar overpayment that may be reported on the Federal Government's improper payment website.

If you have any questions, please call Paul Jarrett at (317) 212-4812, or e-mail paul.d.jarrett.civ@mail.mil. Please include Accounting Operations, Accounts Receivable Dir-Debt Collection and the BOC # in the subject line. Your cooperation is requested to avoid further collection efforts.

Respectfully,
Paul Jarrett

Paul Jarrett for Director Accounts Receivable Directorate Addendum of Contact Information

Accounting Operations, Accounts Receivable Dir

DFAS-IN AR
DEPT 3400 GFEBS VENDOR PAY 8522
MAILROOM, 211AA, SECOND FLOOR
8899 EAST 56TH STREET
INDIANAPOLIS, IN 46249-3400

Returning Overpayments

When an overpayment to a Government contractor is identified, repayment should be made payable to US TREASURY at the following address:

Regular Mail

DFAS-IN AR
DEPT 3400 GFEBS VENDOR PAY 8522
MAILROOM, 211AA, SECOND FLOOR
8899 EAST 56TH STREET
INDIANAPOLIS, IN 46249-3400

EXPRESS or FED-EX

DFAS-IN AR
DEPT 3400 GFEBS VENDOR PAY 8522
MAILROOM, 211AA, SECOND FLOOR
8899 EAST 56TH STREET
INDIANAPOLIS, IN 46249-3400

Electronic Funds Transfer (EFT) Payments

Not Available

Account Number: ABA Number: Swift Number:

For Official Use Only

INFORMATION THAT SHOULD ACCOMPANY ALL CHECKS AND OR CORRESPONDENCE

- Copy of Demand Letter (if issued)
- Contract and delivery order number (if applicable)
 - a. Include invoice/shipment number/bill number
- Payment system from which overpayment was received (if known)
- Point of contact information (name, phone, etc.) at which we may contact you
- Any other useful information that may be helpful in identifying the correct account for the deposit of funds

Name: WASHINGTON STATE PATROL

TIN/EIN: Code 45

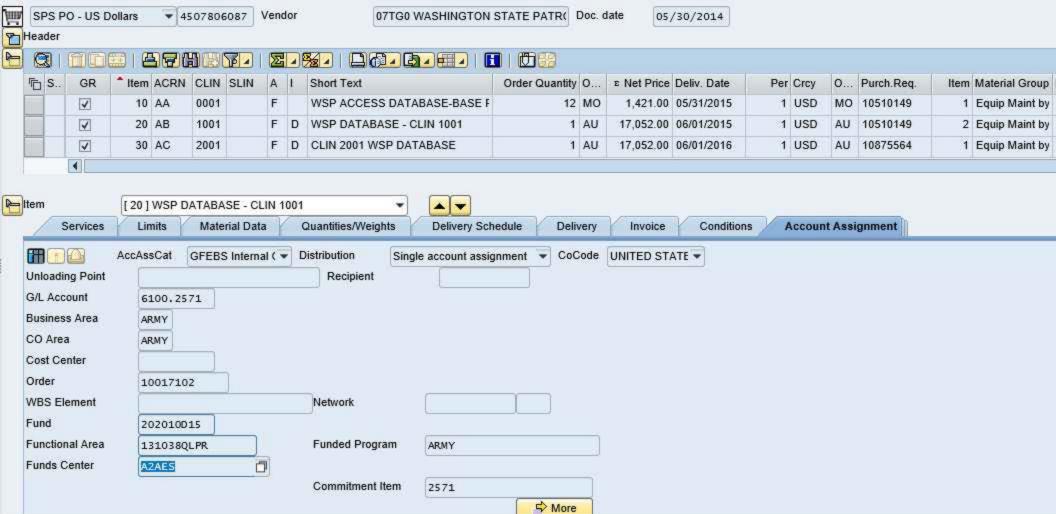
Contract: W911S8-14-P-0149

Cage Code: 07TG0 Amount: \$4,263.00

Mailing Address: 106 11TH AVE SW STE 3100
Mailing Address: OLYMPIA, WA. 98501-2201

BOC: 19353132244C45

| Customer No (XD03): | 4500010051 |
|------------------------|------------|
| | CLIN/ACRM |
| LOA | 1001/AB |
| | 20 |
| Fund Center (FMZ3): | A2AES |
| Fund (FMZ3): | 202010D15 |
| Func Area (FMZ3): | 131038QLPR |
| WBS (FMZ3) | |
| Cost Center | |
| Order | 10017102 |
| Purchasing Doc (FMZ3): | 4507806087 |
| Posted No (FB70) 13#: | 1300013589 |
| Clearing Document 14#: | |
| CCV | |
| FB08(13#) | |
| FBRA (14#) | |



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| TEL: 253 966-7892 puantity accepted by the Government is same as puantity ordered, indicate by X. If different, enter actual puantity ordered below quantity ordered below quantity ordered below quantity ordered below quantity ordered and encircle. EMAIL: jeffrey.a.ross.civ@mail.mil | | | | | | | | | | | | | | | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN INSPECTED | quantity ordered, | indicate b | y X. I, | f different, enter | actual EMAIL | 53 966-789 :jeffrey.a | 2 .ross | | | _ | | | | 26. | | \$17,0 | 52.00 |
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| (YYYYMMMDD) CONTAINERS | 37. RECEIVED | AT | 38 | . RECEIVED 1 | ВҮ | | | | 40.TOTA | .L | | S/R ACCO | UNT NO. | 42. S/R V | OUC | HER NO |). |

Section B - Supplies or Services and Prices

| ITEM NO 0001 | SUPPLIES/SERVICES | QUANTITY 12 | UNIT Months | UNIT PRICE \$1,421.00 | AMOUNT \$17,052.00 |
|-----------------|--------------------------------------|-----------------|------------------|--------------------------|-----------------------|
| **** | WSP ACCESS DATABA | SE-BASE PERIO | | ¥-, ·=-··· | ¥,,·• |
| | FFP | DATE A COE | GG D . T . D . G | E + GGEGG EOD 12 | |
| | WASHINGTON STATE MONTHS. 1 JUNE 2014 | | SS DATABAS | E ACCESS FOR 12 | |
| | FOB: Destination | - 51 MAT 2015. | | | |
| | PURCHASE REQUEST 1 | NUMBER: 001051 | 10149-0001 | | |
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| | | | | NET AMT | \$17,052.00 |
| | A CIDAL A A | | | | #17.052.00 |
| | ACRN AA CIN: Code 45 | | | | \$17,052.00 |
| | Citt. Codo 10 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1001 OPTION | WCD A COECC DATADA | 12 | Months | \$1,421.00 | \$17,052.00 |
| OPTION | WSP ACCESS DATABA FFP | SE-IST OPTION | PERIOD | | |
| | WASHINGTON STATE | PATROL - ACCE | SS DATABAS | E ACCESS FOR 12 | |
| | MONTHS.; JUNE 1, 2013 | 5MAY 31, 2016. | | | |
| | FOB: Destination | MINADED: 001051 | 10140 0001 | | |
| | PURCHASE REQUEST 1 | NUMBER: 00105 | 10149-0001 | | |
| | | | | | |
| | | | | | |
| | | | | NET AMT | \$17,052.00 |
| | | | | 1,121 111111 | Ψ17,032.00 |

Page 3 of 17

\$17,052.00

UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 2001 12 Months \$1,421.00 \$17,052.00 OPTION WSP ACCESS DATABASE-2ND OPTION PERIOD WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS: JUNE 1, 2016-MAY 31, 2017. FOB: Destination PURCHASE REQUEST NUMBER: 0010510149-0001 **NET AMT** \$17,052.00 SUPPLIES/SERVICES UNIT UNIT PRICE ITEM NO **QUANTITY AMOUNT** 3001 12 Months \$1,421.00 \$17,052.00 OPTION WSP ACCESS DATABASE - 3RD OPTION PERIOD **FFP** WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS: JUNE 1, 2017-MAY 31, 2018. FOB: Destination PURCHASE REQUEST NUMBER: 0010510149-0001

NET AMT

Page 4 of 17

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 4001 12 Months \$1,421.00 \$17,052.00

OPTION WSP ACCESS DATABASE -4TH OPTION PERIOD

FFP

WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12

MONTHS: JUNE 1, 2018-MAY 31, 2019.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010510149-0001

NET AMT \$17,052.00

KO NOTICE

CONTRACTING OFFICER AUTHORITY STATEMENT

Only the Contracting Officer shall make changes to this contract.

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|--------|
| 0001 | POP 01-JUN-2014 TO 31-MAY-2015 | N/A | JEFF RODEMAN JEFF RODEMAN BLDG 4101 WEST WAY JBLM, WA 98433 FOB: Destination | W56DRN |
| 1001 | POP 01-JUN-2015 TO 31-MAY-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W56DRN |
| 2001 | POP 01-JUN-2016 TO 31-MAY-2017 | N/A | W12K JBLM LEWIS DES W12K JBLM LEWIS DES BLDG 9630 I STREET FORT LEWIS WA 98433-9500 2569552468 FOB: Destination | W56DRN |
| 3001 | POP 01-JUN-2017 TO 31-MAY-2018 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W56DRN |
| 4001 | POP 01-JUN-2018 TO 31-MAY-2019 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W56DRN |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201420200000113131257

000010017102

6100.9000021001

COST CODE: A2AES

AMOUNT: \$17,052.00 CIN Code 45

\$17,052.00

WAWF RECEIVING INSTR

WAWF RECEIVING REPORT INSTRUCTIONS

This Purchase Order is for: WSP Access Data Service

POC: Mr. Robert Ortiz

Email: robert.g.ortiz.civ@mail.mil

Phone: 253-967-5068

POC at Contracting Office:

Name: Ron Cason Tel: (253) 966-3481

Email: ronald.j.cason.civ@us.army.mil

Attached is one copy of your purchase order for supplies or services. The unit is responsible for making any additional copies required below. The unit receiving the supply item or service is required to use Wide Area Work Flow procedures to enter the Receiving Report (https://wawf.eb.mil) to ensure the contractor is paid in accordance with the Prompt Payment Act. Within seven days of receipt of the supply or service, the unit must complete the receiving report and certify receipt using WAWF procedures. Failure to promptly pay the contractor results in the unit paying additional interest payments along with the cost of the supplies or services.

Receiving Reports shall be done using Army Wide Area Work Flow Procedures.

WAWF is the required method to electronically process Receiving Reports. This application allows DOD receivers to submit and track Invoices and Receipt/Acceptance documents electronically. Receivers/Inspectors using WAWF shall (i) register to use WAWF at https://wawf.eb.mil

MULTIPLE RECEIPTS:

When more than one receiving report is required before a purchase can be finalized each month an entry for receipt must be entered using Wide Area Work Flow Procedures.

Training in use of WAWF Procedures may be found at: https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml

Technical Support

If you are experiencing technical problems with Wide Area Workflow, please contact the DISA DECC Ogden Electronic Business Service Desk or click on the link under the Agency Name column below to submit your issue to the Ogden Help Desk.

Ogden Help Desk disa.ogden.esd.mbx.cscassig@mail.mil 1-866-618-5988 801-605-7095 Fax: 801-605-7453

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2014)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (July 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).
- (vii) 52.233-1, Disputes (JUN 2008).
- (viii) 52.244-6, Subcontracts for Commercial Items (July 2013).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).
- (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (x) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (xi) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

- (xii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)
- (xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
- (iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far http://farsite.hill.af.mil

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to

the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

- (a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.
- (b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition (FAR) in effect on the date of this contract.
- (c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to 5/31/2015 and the second and each succeeding period shall extend for 12 months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.
- (d) Data submission. (1) Not more than 90 days nor less than 45 days before the end of each redetermination period, except the last, the Contractor shall submit--
- (i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--
- (A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;
- (B) Sufficient data to support the accuracy and reliability of this estimate; and
- (C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and
- (ii) A statement of all costs incurred in performing this contract through the end of the 9th month [see Note (3)] before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
- (2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--
- (i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for-
- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and
- (ii) Any other relevant data that the Contracting Officer may reasonably require.
- (3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.
- (e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.
- (f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.
- (g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.
- (h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.
- (1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--
- (i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

- (ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
- (iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and
- (iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
- (2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.
- (3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
- (4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.
- (i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--
- (1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and
- (2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.
- (j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.
- (k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not

terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires..

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>5</u> years.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

| 52.204-7 | System for Award Management | JUL 2013 |
|--------------|---|----------|
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving | JUN 2012 |
| | Reports | |

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Invoice as 2-in-1 (Services only)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W56DRN

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWI | | | |
|---------------------------|----------------------------|--|--|--|
| Pay Official DoDAAC | HQ0490 | | | |
| Issue By DoDAAC | W911S8 | | | |
| Admin DoDAAC | W911S8 | | | |
| Inspect By DoDAAC | W56DRN | | | |
| Ship To Code | W56DRN | | | |
| Ship From Code | 07TG0 | | | |
| Mark For Code | N/A | | | |
| Service Approver (DoDAAC) | W56DRN | | | |
| | | | | |

| Service Acceptor (DoDAAC) | W56DRN | |
|---------------------------|--------|--|
| Accept at Other DoDAAC | N/A | |
| LPO DoDAAC | N/A | |
| DCAA Auditor DoDAAC | N/A | |
| Other DoDAAC(s) | N/A | |
| | | |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Robert.g.ortiz.civ@mail.mil

Kim.a.wilkins-avalos.civ@mail.mil

David.t.manley3.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SUPPLY BRANCH SPECIAL INSTR

SPECIAL INSTRUCTIONS SUPPLY AND SMALL SERVICES BRANCH, MICC, JOINT BASE LEWIS-MCCHORD

The below listed instruction are applicable. Additional instructions are applicable when checked.

SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 1 - CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (KO) at Mission and Installation contracting Office, Joint Base Lewis-McChord is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding anything contained elsewhere in this contract, the said authority remains solely with the KO. In the event the Contractor or contract employee effects any such change at the direction of any person other than the KO, the change will be considered to have been without authority, and no adjustment will be made in the contract price under the Changes clause or any other clause to cover any increase in costs incurred as a result thereof.

⊠ SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 18 - CONTRACT PRICE - TAXES

The contract price includes all applicable Federal, state, and local taxes and duties.

(End of Instruction)

\boxtimes SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 28 - PERMITS AND LICENSES

Unless otherwise specified in this contract, the contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County, and municipal laws, codes, and regulations in connection with this award.

⊠ SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 32 - RELEASE OF INFORMATION

The contractor shall not make news releases or otherwise provide information relative to the performance of this contract or information relative to any incident occurring on JBLM without prior approval of the Contracting Officer.

(End of Instruction)

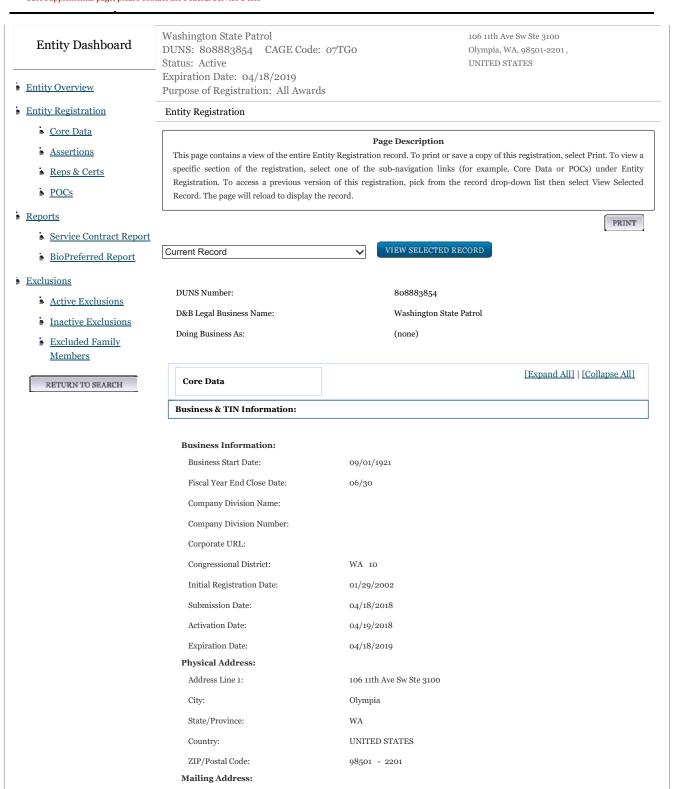


Paul Jarrett

Log Out

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAOs to learn more about changes to the notarized letter review process and other system improvements.

ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.



Address Line 1: BUDGET AND FISCAL SERVICES

Address Line 2: PO BOX 42602
City: OLYMPIA
State/Province: WA

Country: UNITED STATES

ZIP/Postal Code: 98504 - 2602

Sensitive Identifiers:

EIN: Code 45

IRS consent:

Tax Payer Name: State of Washington State Patrol

Address Line 1: BUDGET AND FISCAL SERVICES

Address Line 2: PO BOX 42602
City: OLYMPIA
State: WA

Country: UNITED STATES

ZIP/Postal Code: 98504 - 2602

Type of Tax: Applicable Federal Tax

Tax Year: (Most Recent Tax Year) 2016

Name of Individual Executing Consent: Alaine Johnson

Title of the Individual Executing Consent: Accounts Receivable Supervisor

TIN Consent Date: 04/18/2018

CAGE/NCAGE Code

CAGE: 07TG0

Does this entity have an Immediate Owner? No

Does this entity have any Predecessors? No

General Information

Country of Incorporation:

State of Incorporation:

Company Security Level: Government Secret

Highest Employee Security Level:

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA Supplemental Pages during registration.

Government Type

U.S. State Government

Entity Structure

U.S. Government Entity

Entity Type

US State Government

Purpose of Registration

All Awards

| Financial Information | Financial Information | | | | |
|--|---|-------------------------------|--|--|--|
| | | | | | |
| Do you accept credit card Account Details: | s as a method of payment? No | | | | |
| CAGE Code: | 07TG0 | | | | |
| Electronic Funds Transfe Automated Clearing Hou | | | | | |
| | | | | | |
| Executive Compensation | Questions | | | | |
| Section 6202 of P.L. 110-25 information is not displayed | or Award Management (SAM) respond to the Executive Compensation, amending the Federal Funding Accountability and Transparency Amending the Federal Funding Accountability and Transparency Amending the Federal Funding Accountability and Transparency Amendian SAM. It is sent to USAspending.gov for display in association with Michael Memonstrates the registrant responded to the questions. | Act (P.L. 109-282). This | | | |
| Proceedings Questions | | | | | |
| as applicable. Maintaining a | noo Appendix XII. Their responses are not displayed in SAM. They a notive registration in SAM demonstrates the registrant responded notice. notice the registration in SAM demonstrates the registrant responded notice. | | | | |
| Assertions | | [Expand All] [Collapse All] | | | |
| Goods & Services: | | | | | |
| NAICS Codes Selected | | | | | |
| 922120 Yes | Police Protection | | | | |
| Product & Service Codes | Selected | | | | |
| PSC | Description | | | | |
| Size Metrics | | | | | |
| World Wide: | | | | | |
| Total Receipts (3 year avera | ige): | \$ 53010434 | | | |
| Average Number of Employees (12 Month Average): 2300 | | | | | |
| Location (Optional): | | | | | |
| Annual Receipts (3 Year Av | erage): | \$ | | | |
| Average Number of employees (12 Month Average): | | | | | |

Do you wish to enter EDI Information for your non-government entity? No Disaster Response Information Do you wish to be included in the Disaster Response Registry? No Does your company require bonding to bid on Contracts? Geographic Area Served: Representations and Certifications [Expand All] | [Collapse All]

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Alaine Johnson, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Washington State Patrol in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

FAR 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.203-18: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

FAR 52.209-10: Prohibition on Contracting with Inverted Domestic Corporations.

FAR 52.212-5: Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

FAR 52.222-38: Compliance with Veterans' Employment Reporting Requirements

FAR 52.222-50: Combating Trafficking in Persons

FAR 52.222-56: Certification Regarding Trafficking in Persons Compliance Plan.

FAR 52.223-1: Biobased Product Certification

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification

FAR 52.225-25: Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications

FAR 52.227-6: Royalty Information (Alternate I)

 $\underline{DFARS\ 252.209\text{-}7003} Reserve\ Officer\ Training\ Corps\ and\ Military\ Recruiting\ on\ Campus-Representation.$

DFARS 252.222-7007Representation Regarding Combating Trafficking in Persons.

<u>DFARS 252.225-7003:</u> Report of Intended Performance Outside the United States and Canada-Submission with Offer

DFARS 252.225-7031: Secondary Arab Boycott of Israel

DFARS 252.225-7042: Authorization to Perform

<u>DFARS 252.225-7050:</u> Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

DFARS 252.229-7012: Tax Exemptions (Italy)-Representation. DFARS 252.229-7013: Tax Exemptions (Spain)-Representation. DFARS 252.239-7011: Special Construction and Equipment Charges DFARS 252.247-7023: Transportation of Supplies by Sea (Alternate I, II) The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing. By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. FAR 52.203-2: Certificate of Independent Price Determination. FAR 52.204-3: Taxpayer Identification FAR 52.204-5: Women-Owned Business (Other Than Small Business) FAR 52.204-17: Ownership or Control of Offeror FAR 52.204-20: Predecessor of Offeror FAR 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation FAR 52.209-5: Certification Regarding Responsibility Matters FAR 52.209-11: Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law FAR 52.212-3: Offeror Representations and Certifications -Commercial Items If no NAICS table is displayed, this registrant may not be considered a small business. FAR 52.214-14: Place of Performance-Sealed Bidding FAR 52.215-6: Place of Performance FAR 52.219-1: Small Business Program Representations (Alternate I) If no NAICS table is displayed, this registrant may not be considered a small business. FAR 52.219-2: Equal Low Bids FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products FAR 52,222-22: Previous Contracts and Compliance Reports FAR 52.222-25: Affirmative Action Compliance FAR 52.222-48: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification FAR 52.222-52: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification FAR 52.223-4: Recovered Material Certification FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

FAR 52.223-22: Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

FAR 52.225-2: Buy American Certificate FAR 52.225-4: Buy American-Free Trade Agreements-Israeli Trade Act Certificate FAR 52.225-6: Trade Agreements Certificate FAR 52.226-2: Historically Black College or University and Minority Institution Representation FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software <u>DFARS 252.209-7002:</u> Disclosure of Ownership or Control by a Foreign Government DFARS 252.216-7008; Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation. <u>DFARS 252.225-7000:</u> Buy American--Balance of Payments Program Certificate. DFARS 252.225-7020: Trade Agreements Certificate. <u>DFARS 252.225-7035:</u> Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V) <u>DFARS 252.225-7049</u>; Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. <u>DFARS 252.247-7022:</u> Representation of Extent of Transportation by Sea [Expand All] | [Collapse All] **Points of Contact Mandatory Points of Contact: Accounts Receivable POC** Title: First Name: ALAINE Middle Name: Last Name: JOHNSON Email: alaine.johnson@wsp.wa.gov US Phone: (360)596-4033 Extension: NON US Phone: Notes: **Electronic Business POC**

Title: First Name: ALAINE Middle Name: Last Name: JOHNSON Email: Alaine.johnson@wsp.wa.gov US Phone: (360)596-4033 Extension: NON US Phone: Notes:

Address Line 1: PO BOX 42602

Address Line 2:

City: OLYMPIA

State/Province: WA

Country: UNITED STATES

ZIP/Postal Code: 98504 - 2602

Government Business POC Title: First Name: BOB Middle Name: Last Name: MAKI Email: Bob.maki@wsp.wa.gov US Phone: (360)596-4045 Extension: NON US Phone: Notes: P. O. BOX 42602 Address Line 1: Address Line 2: City: OLYMPIA State/Province: WA UNITED STATES Country: ZIP/Postal Code: 98504 - 2602

Optional Points of Contact:

| Electronic Business | Electronic Business Alternate POC | | | | |
|-----------------------------------|-----------------------------------|--|--|--|--|
| Title: | | | | | |
| First Name: | BRIAN | | | | |
| Middle Name: | | | | | |
| Last Name: | WRIGHT | | | | |
| Email: | Brian.wright@wsp.wa.gov | | | | |
| US Phone: | (360)596-4074 | | | | |
| Extension: | | | | | |
| NON US Phone: | | | | | |
| Notes: | | | | | |
| Address Line 1: | PO BOX 42602 | | | | |
| Address Line 2: | | | | | |
| City: | OLYMPIA | | | | |
| State/Province: | WA | | | | |
| Country: | UNITED STATES | | | | |
| ZIP/Postal Code: | 98504 - 2602 | | | | |
| Government Business Alternate POC | | | | | |
| Title: | | | | | |
| First Name: | SIMON | | | | |

| Middle Name: | |
|------------------|----------------------|
| Last Name: | TEE |
| Email: | Simon.Tee@wsp.wa.gov |
| US Phone: | (360)596-4052 |
| Extension: | |
| NON US Phone: | |
| Notes: | |
| Address Line 1: | P. O. BOX 42602 |
| Address Line 2: | |
| City: | OLYMPIA |
| State/Province: | WA |
| Country: | UNITED STATES |
| ZIP/Postal Code: | 98504 - 2602 |



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Johnson, Alaine (WSP)

From: Greenwell, Timothy E CIV USARMY ACC MICC (USA) <timothy.e.greenwell.civ@mail.mil>

Sent: Tuesday, May 21, 2019 9:16 AM

To: Johnson, Alaine (WSP)

Cc: Phelps, Robert A CIV USARMY ACC MICC (USA) **Subject:** W911S8-17-P-0004 and W911S8-18-P-0011 errors

Attachments: W911S8-18-P-0011 Invoice 65544A.PDF; W911S8-18-P-0011 Invoice 66217.pdf;

W911S8-18-P-0011 Invoice 66744.pdf; W911S8-18-P-0011 Invoice 67548.pdf; W911S8-18-P-0011 Invoice 64649A.PDF; W911S8-18-P-0011 Invoice 64649B.PDF; W911S8-17-P-0004_WACIC Sole Source.pdf; W911S8-17-P-0004 Invoice 62392.pdf; W911S8-17-P-0004 Invoice 63022.pdf; W911S8-17-P-0004 Invoice 63797.pdf; Suspended Invoice W911S8-17-P-0004.pdf

Good Morning,

We would like to first extend my condolences for your loss, I recently lost both of my parents a week apart and know how that weighs upon a person. Please know that you are in our prayers.

Issues:

W911S8-17-P-0004

Original contract price was for \$355 a month. Price increased to \$400 a month, however no modification was done to obligate funds for price increase.

Invoices submitted: 62392 for \$1,065 paid; 63022 for \$1200 paid, 63797 for \$1200 Paid, 64649 for \$1200 rejected for insufficient funds remaining on CLIN Action taken: Re-invoiced against W911S8-18-P-0011 on advice of Yakima Chief of Police. 64649A for \$1200 rejected for invoice type. 64649 B for \$1200 paid using obligation for W911S8-18-P-0011. Obligation remaining on W911S8-17-P-0004: \$795

W911S8-18-P-0011

Invoices submitted: 64649A for \$1200 Rejected for Invoice Type; 64649 B for \$1200 paid (for FY 17 contract); 66217 for \$1200 paid; 66744 for \$1200 Paid; 65544A for \$1200 Paid; 67548 for \$1200 Rejected no funds remain on CLIN

Corrective measures:

Option 1: invoice for remaining \$795 on W911S8-17-P-0004, call it even and close both contracts out.

Option 2: MICC JBLM does modification to W911S8-17-P-0004 to add \$405 additional funding to CLIN 0001. WSP Invoice for \$1200. Close W911S8-17-P-0004. DFAS initiate Bill of Collections for 64649 B for \$1200, WSP returns \$1200 and once processed Invoice for final billing period. Once Invoice has been paid MICC JBLM will close the contract.

Timothy Greenwell
Contracting Specialist
Installation Support Division
Mission and Installation Contracting Command (MICC) Bldg 100, MS-19, Box 339500 Joint Base Lewis-McChord,
Washington 98433-9500
253-982-8269

Total

Admin By View Only - Invoice 2-in-1

[-]Document Information

 Contract Number Type
 Contract Number
 Delivery Order
 Reference Procurement Identifier
 Effective Date

 DoD Contract (FAR)
 W911S818P0011
 2017/12/06

 Invoice Number
 Invoice Date
 Final Invoice?
 Invoice Received Date

 00065544A
 2017/12/15
 N
 2018/01/09

Summary of Detail Level Information

1 CLIN/SLIN(s) \$1200.00

 Shipment Number
 Shipment Date
 Final Shipment

 0025
 2018/01/09
 N

Billing/Account Number Period of Performance From Date Period of Performance To Date

[-]Line Item Information

Line Item Total: \$ 1,200.00

Unit of Qtv. Item No. Product/Service ID **UofM Code** Unit Price (\$) Qualifier Amount (\$) Measure Delivered 0001 ACCESSUserFee SV 3 Each EΑ 400 1,200.00 SDN AAI **ACRN** PR Number 021001 0011110831 AA

Description

ACCESS user fee for October- December 2017.

[-]Address Information

Prime Contractor

CAGE Code DUNS DUNS + 4 Extension

07TG0 808883854

Activity Name 1

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

210 11TH AVE SW RM116

Address 2

Address 3

Address 4

 City
 State
 Zip

 OLYMPIA
 WA
 98504

 Country
 Military Location Description

USA

Administered By

DoDAAC W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip

Country Military Location Description

Service Acceptor

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Addrage 1

Payment Official

DoDAAC Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Addrage 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** 8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description**

[-]Misc Information

Initiator Name:

Date of Action / IRD:

Phone #:

Title:

F/A 2

DSN:

Marina Foster

2018/01/09 1206 MST / 2018/01/09 1206 MST

360-596-4039

Action(s):

marina.Foster@wsp.wa.gov

Org Email:

Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

[Submitted, Web, Stand Alone]

Acceptor

Name: Date of Action: Phone #:

DSN:

William Cantral Email:

2018/01/09 1315 MST

(509)577-3571 Title:

Action(s):

william.n.cantral.civ@mail.mil

Police Chief

[Accepted, Processed via EDI]

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments:

Comments:

Payment Official

| Name: | Date of Action: | Phone #: | DSN: |
|---|---------------------|--------------------------|--|
| | 2018/01/09 1516 MST | 888-332-7366, | OPTION 2 |
| Email: | | Title: | Action(s): |
| | | | [Processed via EDI] |
| Org Email: | | | |
| CIN Code 45 @DFAS.MIL | | | |
| Attachments: | | | |
| Comments: | | | |
| Document was processed by the entitl Customer Service Telephone Number | | :00000000440724267. Good | s Receipt not posted. Invoice Blocked for payment. DFAS |
| Payment Official — | | | |
| Name: | Date of Action: | Phone #: | DSN: |
| | 2018/02/03 0231 MST | | |
| Email: | | Title: | Action(s): |
| | | | [Paid] |
| Org Email: | | | |
| CIN Code 45 @DFAS.MIL | | | |
| Attachments: | | | |
| Comments: | | | |
| Paid | | | |
| F 118/autoff and Information | | | |
| [-]Workflow Information ACTION BY: W56DRN | | | |
| AG TION BT. WOODKIN | | | Has been made by me or under my supervision and they |
| ☑ Inspected | | | conform to contract, except as noted herein or on supporting |
| ✓ Accepted and conforms to | Date Received | Signature Date | documents |
| the contract except as noted | 2018/01/09 | 2018/01/09 | William Cantral |
| ☐ Reject to Initiator | | | |
| | | | Signature Of Authorized Government Representative |
| ACTION BY: Payment Official | | | |
| ✓ Document Accepted | | | |
| ✓ Document Processed | | | |
| ☐ Document Rejected | | | |
| ☐ Document Suspended | | | |
| ☐ Document Available For Recall | | | |
| ☐ Document in MyInvoice | | | |
| ☑ Document Paid | | | |
| | | | |
| | | | |

Total

Admin By View Only - Invoice 2-in-1

| Н | IDO | ocu | men | t In | torm | ation |
|---|-----|-----|-----|------|------|-------|
| | - | | | | •••• | |

Contract Number Delivery Order Reference Procurement Identifier **Effective Date Contract Number Type** DoD Contract (FAR) W911S818P0011 2017/12/06

Invoice Number Invoice Date Final Invoice? **Invoice Received Date** 00066217 2018/03/15 Ν 2018/03/16

Summary of Detail Level Information

\$ 1200.00 1 CLIN/SLIN(s) 0 Miscellaneous Amount(s) \$ 0.00

Document Total: \$ 1,200.00

Shipment Number Shipment Date **Final Shipment** 2018/03/16

Billing/Account Number Period of Performance From Date Period of Performance To Date

[-]Line Item Information

Line Item Total: \$ 1,200.00

Unit of Qtv. Item No. Product/Service ID **UofM Code** Unit Price (\$) Qualifier Amount (\$) Delivered Measure 0001 ACCESSUserFee SV 3 Each EΑ 400.00 1,200.00 SDN AAI **ACRN** PR Number 021001 0011110831 AA

Description

ACCESS User fee for January- March 2018.FOB: Destination Purchase request number:001111831

[-]Address Information

Prime Contractor Extension

CAGE Code DUNS DUNS + 4 07TG0 808883854 W911S8

Activity Name 1

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

210 11TH AVE SW RM116

Address 2

Address 3

Address 4

City State Zip 98504 **OLYMPIA** WA Country **Military Location Description**

USA

Administered By

Activity Name 1

DoDAAC

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

Zip

Country **Military Location Description**

Service Acceptor

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Addrage 1

Payment Official

DoDAAC Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Addrage 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** 8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description**

[-]Misc Information

Initiator Name:

Date of Action / IRD:

Phone #:

DSN:

Marina Foster

2018/03/16 1151 MDT / 2018/03/16 1151 MDT

360-596-4039

Email:

marina.Foster@wsp.wa.gov

Title: F/A 2 Action(s): [Submitted, Web, Stand Alone]

Org Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

Acceptor

Name:

Date of Action:

Phone #:

DSN:

William Cantral Email:

2018/03/16 1159 MDT

(509)577-3571 Title:

Action(s):

william.n.cantral.civ@mail.mil

Police Chief

[Accepted, Processed via EDI]

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments:

Comments:

Payment Official

| Name: | Date of Action: | Phone #: | DSN: |
|--|--------------------------------|---------------------------|---|
| | 2018/03/16 1511 MDT | 888-332-7366, 0 | |
| Email: | | Title: | Action(s): |
| Org Email: | | | [Processed via EDI] |
| cinCode 45 @dfas.mil | | | |
| Attachments: | | | |
| Comments: | | | |
| Document was processed by the entit 2 | lement system. Processed. IDOC | ::00000000450090671. DFAS | Customer Service Telephone Number: 888-332-7366, OPTION |
| Payment Official — | | | |
| Name: | Date of Action: | Phone #: | DSN: |
| | 2018/04/20 1759 MDT | | |
| Email: | | Title: | Action(s): |
| | | | [Paid] |
| Org Email: | | | |
| CIN Code 45 @dfas.mil | | | |
| Attachments: | | | |
| Comments: | | | |
| Faiu | | | |
| [-]Workflow Information | | | |
| ACTION BY: W56DRN | | | |
| ☑ Inspected | | | Has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting |
| • | Date Received | Signature Date | documents |
| Accepted and conforms to the contract except as noted | | - | William Cantral |
| Dais at to Initiates | 2018/03/16 | 2018/03/16 | |
| ☐ Reject to Initiator | | | Signature Of Authorized Government Representative |
| ACTION BY: Payment Official | | | |
| ☑ Document Accepted | | | |
| ✓ Document Processed | | | |
| ☐ Document Rejected | | | |
| ☐ Document Suspended | | | |
| ☐ Document Available For Recall | | | |
| ☐ Document in MyInvoice | | | |
| ✓ Document Paid | | | |
| | | | |
| | | · | |

Total

Admin By View Only - Invoice 2-in-1

[-]Document Information

Contract Number Delivery Order Reference Procurement Identifier **Effective Date Contract Number Type** DoD Contract (FAR) W911S818P0011 2017/12/06

Invoice Number Invoice Date Final Invoice? **Invoice Received Date** 00066744 Ν

2018/06/15 2018/06/19 **Summary of Detail Level Information**

1 CLIN/SLIN(s) \$ 1200.00

0 Miscellaneous Amount(s) \$ 0.00 **Document Total:** \$ 1,200.00

Shipment Number Shipment Date **Final Shipment** 2018/06/19

Period of Performance To Date **Billing/Account Number Period of Performance From Date**

[-]Line Item Information

Line Item Total: \$ 1,200.00

Unit of Qtv. Item No. Product/Service ID **UofM Code** Unit Price (\$) Qualifier Amount (\$) Measure Delivered 0001 ACCESSUserfee SV 3 Each EΑ 400.00 1,200.00 SDN AAI **ACRN** PR Number 021001 0011110831 AA

Description

ACCESS user fee for April- June, 2018

[-]Address Information

Prime Contractor CAGE Code DUNS DUNS + 4

Extension

07TG0 808883854

Activity Name 1

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

106 11TH AVE SW STE 3100

Address 2

Address 3

Address 4

City State Zip **OLYMPIA** WA 98501 Country **Military Location Description**

USA

Address 4

Address 3

DoDAAC

W911S8

Activity Name 1

Activity Name 2

Activity Name 3

Address 1

W6QM MICC-JB LEWIS-MC CHORD

DIRECTORATE OF CONTRACTING

BLDG 2015 4TH ST BOX 339500 MS 19

JOINT BASE LEWIS MCCH WA 98433-9500

Zip

Country **Military Location Description**

Administered By

Service Acceptor

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Addrage 1

Payment Official

DoDAAC Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Addrage 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country Military Location Description

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country Military Location Description

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip

Country Military Location Description

[-]Misc Information

Initiator Name:

Date of Action / IRD:

Phone #:

Title:

F/A 2

DSN:

Marina Foster

2018/06/19 1504 MDT / 2018/06/19 1504 MDT

2018/06/19 360-596-4039

Action(s):

marina.Foster@wsp.wa.gov

Org Email:

Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

[Submitted, Web, Stand Alone]

Acceptor

Name: William Cantral **Date of Action:** 2018/06/19 1527 MDT

Phone #: (509)577-3571

DSN: 638-3571

Email:

2018/06/19 1527 NIDT

Title:

Action(s):

william.n.cantral.civ@mail.mil

Police

[Accepted, Processed via EDI]

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments:

Comments:

Payment Official

| Name: | Date of Action: | Phone #: | DSN: |
|---|---------------------|--------------------------|--|
| | 2018/06/19 1710 MDT | 888-332-7366, | OPTION 2 |
| Email: | | Title: | Action(s): |
| | | | [Processed via EDI] |
| Org Email: | | | |
| cinCode 45 dfas.mil | | | |
| Attachments: | | | |
| Comments: | | | |
| Document was processed by the entitle Customer Service Telephone Number: | | :0000000464732925. Goods | s Receipt not posted. Invoice Blocked for payment. DFAS |
| Payment Official ————— | | | |
| Name: | Date of Action: | Phone #: | DSN: |
| | 2018/07/15 0431 MDT | | |
| Email: | | Title: | Action(s): |
| | | | [Paid] |
| Org Email: | | | |
| CINCOde 45 @DFAS.MIL | | | |
| Attachments: | | | |
| Comments: | | | |
| Paid | | | |
| [-]Workflow Information | | | |
| ACTION BY: W56DRN | | | |
| AG HON BY: WOODKIN | | | Has been made by me or under my supervision and they |
| ☑ Inspected | | | conform to contract, except as noted herein or on supporting |
| ✓ Accepted and conforms to | Date Received | Signature Date | documents |
| the contract except as noted | 2018/06/19 | 2018/06/19 | William Cantral |
| ☐ Reject to Initiator | | | |
| | | | Signature Of Authorized Government Representative |
| ACTION BY: Payment Official | | | |
| ✓ Document Accepted | | | |
| ✓ Document Processed | | | |
| ☐ Document Rejected | | | |
| ☐ Document Suspended | | | |
| ☐ Document Available For Recall | | | |
| ☐ Document in MyInvoice | | | |
| ✓ Document Paid | | | |
| | | | |
| | | | |

Total

Admin By View Only - Invoice 2-in-1

[-]Document Information

 Contract Number Type
 Contract Number
 Delivery Order
 Reference Procurement Identifier
 Effective Date

 DoD Contract (FAR)
 W911S818P0011
 2017/12/06

 Invoice Number
 Invoice Date
 Final Invoice?
 Invoice Received Date

 00067548
 2018/09/15
 N
 2018/09/24

Summary of Detail Level Information

1 CLIN/SLIN(s) \$ 1200.00

 Shipment Number
 Shipment Date
 Final Shipment

 0026
 2018/09/24
 N

Billing/Account Number Period of Performance From Date Period of Performance To Date

2018/07/01 2018/09/30

[-]Line Item Information

Line Item Total: \$ 1,200.00

AA

Unit of Qty. **UofM Code** Product/Service ID Qualifier Unit Price (\$) Item No. Amount (\$) Delivered Measure 0001 **ACCESSUserfee** SV 3 Each 400 1,200.00 SDN ACRN AAI PR Number

0011110831

Description

ACCESS User fee for July 1- September 30, 2018

[-]Address Information

Prime Contractor

CAGE Code DUNS DUNS + 4 Extension

07TG0 808883854

021001

Activity Name 1

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

106 11TH AVE SW STE 3100

Address 2

Address 3

Address 4

 City
 State
 Zip

 OLYMPIA
 WA
 98501

Country Military Location Description USA

Service Acceptor
DoDAAC Extension

W56DRN
Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Administered By

DoDAAC W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip

Country Military Location Description

Payment Official

DoDAAC Extension
HQ0490

Activity Name 1

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country Military Location Description

Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country Military Location Description

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip

Country Military Location Description

[-]Misc Information

Marina Foster

Initiator

Name: Date of Action / IRD:

2018/09/24 1027 MDT / 2018/09/24

1027 MDT

Phone #: 360-596-4039

Email:

marina.Foster@wsp.wa.gov

Org Email:

sheri.seibold@wsp.wa.gov

Attachments: Comments:

Title: F/A 2

[Submitted, Web, Stand Alone]

Acceptor -

Name: William Cantral Date of Action: 2018/10/19 0825 MDT **Phone #:** (509)577-3571

DSN: 638-3571 Action(s):

DSN:

Action(s):

william.n.cantral.civ@mail.mil

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments: Comments:

Title: Police

[Accepted, Processed via EDI]

| I | | | | |
|--|--------------------------------|----------------------------|-------------------------------|----------------------------------|
| Name: | Date of Action: | Phone #: | DSI | N: |
| | 2018/10/19 1110 MDT | | 6, OPTION 2 | |
| Email: | | Title: | | ion(s): |
| | | | [Sus | spended] |
| Org Email: | | | | |
| CINCOde 45 @DFAS.MIL | | | | |
| Attachments: | | | | |
| Comments: | | | | |
| Document was suspended by the el IDOC:0000000487248035. DFAS C | | | | n required. Suspended. |
| | · | <u> </u> | | |
| Payment Official — | | | | |
| Name: | Date of Action: | Phone #: | DSI | N: |
| Ruth Ayers | 2018/11/07 1413 MST | 317-212-501 | 3 | |
| Email: | | Title: | Act | ion(s): |
| ruth.m.ayers.civ@mail.mil | | Accounting 7 | echnician [Re | called, Rejected] |
| Org Email: | | | | |
| CIN Code 45 @DFAS.MIL | | | | |
| Attachments: | | | | |
| Comments: | | | | |
| Rejected, 0 funding remains on clin | 0001. The funding was exhauste | ed by invoice numbers 0006 | 4649B, 00065544A, 00066217, a | nd 00066744. |
| [-]Workflow Information | | | | |
| ACTION BY: W56DRN | | | | |
| | | | Has been made by me or u | under my supervision and they |
| ✓ Inspected | | | conform to contract, except a | as noted herein or on supporting |
| ✓ Accepted and conforms to | Date Received | Signature Date | doc | uments |
| the contract except as noted | 2018/10/19 | 2018/10/19 | Willian | m Cantral |
| ☐ Reject to Initiator | | | | |
| | | | Signature Of Authorized | Government Representative |
| ACTION BY: Payment Official | | | | |
| ☐ Document Accepted | | | | |
| ☐ Document Processed | | | | |
| ✓ Document Rejected | | | | |
| ☐ Document Suspended | | | | |
| ☐ Document Available For Recall | | | | |
| | | | | |

Total

Admin By View Only - Invoice 2-in-1

[-]Document Information

Contract Number Delivery Order Reference Procurement Identifier **Effective Date Contract Number Type** DoD Contract (FAR) W911S818P0011 2017/12/06

Invoice Number Invoice Date Final Invoice? **Invoice Received Date** 00068288 2018/12/15 2018/12/21

Summary of Detail Level Information

\$ 1200.00 1 CLIN/SLIN(s)

0 Miscellaneous Amount(s) \$ 0.00 **Document Total:** \$ 1,200.00

Shipment Number Shipment Date Final Shipment 2018/12/21

Period of Performance To Date **Billing/Account Number Period of Performance From Date**

2018/10/01 2018/12/31

[-]Line Item Information

Line Item Total: \$ 1,200.00

Unit of Qty. **UofM Code** Product/Service ID Qualifier Unit Price (\$) Item No. Amount (\$) Delivered Measure 0001 ACCESSUseFee SV 3 Each 400 1,200.00

DoDAAC

W911S8

Activity Name 1

Activity Name 2

Activity Name 3

Address 1

Address 2

Address 3

Address 4

W6QM MICC-JB LEWIS-MC CHORD

DIRECTORATE OF CONTRACTING

BLDG 2015 4TH ST BOX 339500 MS 19

ACRN AAI PR Number 021001 AA 0011110831

SDN

Description

ACCESS User fee for October 1- December 31, 2018.

[-]Address Information

Prime Contractor

CAGE Code DUNS DUNS + 4 Extension

07TG0 808883854

Activity Name 1

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

106 11TH AVE SW STE 3100

Address 2

Address 3

Address 4

City State Zip OLYMPIA 98501 WA Country **Military Location Description**

USA

JOINT BASE LEWIS MCCH WA 98433-9500 State

Zip JOINT BASE LEWIS MCCH WA 98433-9500

Country **Military Location Description**

Administered By

Service Acceptor

DoDAAC Extension

Activity Name 1

W56DRN

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Payment Official

DoDAAC Extension

Activity Name 1

HQ0490

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip FORT LEWIS WA 98433-9500 Country **Military Location Description** Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

State Zip **INDIANAPOLIS** 46249-3800 Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City State Zip JOINT BASE LEWIS MCCH WA 98433-9500

Country

Military Location Description

[-]Misc Information

Initiator

Name: Date of Action / IRD: Phone #:

2018/12/21 0933 MST / 2018/12/21 Marina Foster

0933 MST

360-596-4039

Title: Email:

marina.Foster@wsp.wa.gov

Org Email:

sheri.seibold@wsp.wa.gov

Attachments: Comments:

F/A 2

[Submitted, Web, Stand Alone]

Acceptor

Name: Date of Action: Phone #: DSN: William Cantral 2019/01/02 1020 MST (509)577-3571 638-3571

william.n.cantral.civ@mail.mil

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments: Comments:

Title:

Police

Action(s):

DSN:

Action(s):

[Accepted, Processed via EDI]

| I | | | | |
|---|---------------------|----------------|--------------|---|
| Name: | Date of Action: | Phone #: | | DSN: |
| | 2019/01/02 1311 MST | 888-332-73 | 66, OPTION 2 | |
| Email: | | Title: | | Action(s): |
| | | | | [Suspended] |
| Org Email: | | | | |
| cinCode 45 @dfas.mil | | | | |
| Attachments: | | | | |
| Comments: | | | | |
| Document was suspended by the e IDOC:0000000499088972. DFAS (| | | | the next action required. Suspended. |
| Payment Official — | | | | |
| Name: | Date of Action: | Phone #: | | DSN: |
| Danielle Hill | 2019/01/24 0849 MST | 888-332-73 | 66 | |
| Email: | | Title: | | Action(s): |
| danielle.n.hill15.civ@mail.mil | | Accounting | Technician | [Recalled, Rejected] |
| Org Email: | | _ | | |
| CIN Code 45 @DFAS.MIL | | | | |
| Attachments: | | | | |
| Comments: | | | | |
| Rejected due to no funding left on t | the line. | | | |
| [-]Workflow Information | | | | - |
| ACTION BY: W56DRN | | | | |
| Action 21. Woodkin | | | Has been ma | de by me or under my supervision and they |
| ✓ Inspected | | | | ract, except as noted herein or on supporting |
| ✓ Accepted and conforms to | Date Received | Signature Date | | documents |
| the contract except as noted | 2019/01/02 | 2019/01/02 | | William Cantral |
| ☐ Reject to Initiator | | | 0: 0 | · · · · · · · · · · · · · · · · · · · |
| | | | Signature O | of Authorized Government Representative |
| ACTION BY: Payment Official | | | | |
| ☐ Document Accepted | | | | |
| ☐ Document Processed | | | | |
| ✓ Document Rejected | | | | |
| ☐ Document Suspended | | | | |
| ☐ Document Available For Recall | | | | |
| | | | | |

Admin By View Only - Invoice

| [-]Document | Information | | | | | | | | |
|----------------------|-----------------------------|------------------|-------------------|-----------------|-----------|---------------------|-------------------|----------------|--|
| Contract Number Type | | Contract N | lumber | Delivery Order | Reference | Procurement Iden | tifier E | Effective Date | |
| DoD Contra | ct (FAR) | W911S818 | 3P0011 | | | | | 2017/12/06 | |
| Invoice Nu | mber | In | voice Date | Final In | voice? | In | voice Received Da | ate | |
| 00064649A | | 2 | 2017/09/15 | N | I | | 2017/12/13 | | |
| Summary of | of Detail Level Information | on | | | | | | Total (\$) | |
| 1 CLIN/SLIN | N(s) | | | | | | | 1,200.00 | |
| 0 Miscellane | eous Amount(s) | | | | | | | 0.00 | |
| | | | | | | Document Total (| \$): | 1,200.00 | |
| Shipment N | Number | | | Shipment Da | ate | | Final Shipment | | |
| 0021 | | | | 2017/12/13 | 3 | N | | | |
| -]Line Item Ir | nformation | | | | | | | | |
| Item No. | Product/Service ID | Qualifier | Qty. Shipped | Unit of Measure | UofM Code | Unit Price (\$) | Qty. Accepted | Amount (\$) | |
| 0001 | ACCESSUserFee | SV | 3 | Each | EA | 400 | | 1,200.00 | |
| | SDN | | ACRN | A | Al | | PR Number | | |
| | | | AA | 021 | 1001 | | 0011110831 | | |
| | Descript | ion | | | | | | | |
| | ACCESS | S User fee for . | July 1- September | 30, 2017 | | | | | |
| | | | | | | Line Item Total (\$ |): | 1,200.00 | |

[-]Address Information

| | Prime | Contractor | | | Administered By | |
|---------------|--------------|----------------|-----------------|----------------------|-----------------|------------|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | |
| 07TG0 | 808883854 | | | W911S8 | | |
| Activity Name | 1 | | | Activity Name 1 | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS-N | MC CHORD | |
| Activity Name | 2 | | | Activity Name 2 | | |
| Activity Name | 3 | | | Activity Name 3 | | |
| Address 1 | | | | Address 1 | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CON | TRACTING | |
| Address 2 | | | | Address 2 | | |
| | | | | BLDG 2015 4TH ST BOX | 339500 MS 19 | |
| Address 3 | | | | Address 3 | | |
| Address 4 | | | | Address 4 | | |
| | | | | JOINT BASE LEWIS MCC | H WA 98433-9500 | |
| City | | State | Zip | City | State | Zi |
| OLYMPIA | | WA | 98504 | | | |
| Country | | Military Locat | ion Description | Country | Military Loca | tion Descr |
| USA | | | | | | |

| Ship To | Payment Official | | | | | |
|--------------------------|----------------------------|--|--|--|--|--|
| DoDAAC Extension | DoDAAC Extension | | | | | |
| W56DRN | HQ0490 | | | | | |
| Activity Name 1 | Activity Name 1 | | | | | |
| W12K JBLM LEWIS DES | DFAS-INDY VP GFEBS | | | | | |
| Activity Name 2 | Activity Name 2 | | | | | |
| Activity Name 3 | Activity Name 3 | | | | | |
| Address 1 | Address 1 | | | | | |
| BLDG 9630 I STREET | 8899 E 56TH STREET | | | | | |
| Address 2 | Address 2 | | | | | |
| FORT LEWIS WA 98433-9500 | INDIANAPOLIS IN 46249-3800 | | | | | |

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country Military Location Description Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

Phone #:

FORT LEWIS WA 98433-9500

City Zip State

Country **Military Location Description**

[-]Misc Information

Marina Foster

Email:

Initiator

Date of Action / IRD: Name:

2017/12/13 1123 MST / 2017/12/13

1123 MST

360-596-4039

Title:

marina.Foster@wsp.wa.gov

Org Email:

sheri.seibold@wsp.wa.gov

Attachments: Comments:

Action(s):

[Submitted, Web, Combo, Processed F/A 2

via EDI]

DSN:

Payment Official

DSN: Name: Date of Action: Phone #:

2017/12/13 1307 MST 888-332-7366, OPTION 2

> Title: Action(s):

> > [Suspended]

Org Email:

Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000438189753. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official

Name: Date of Action: Phone #: DSN:

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

| | Email: | Title: | Action(s): | | | | | |
|---|--|---------------------------|----------------------|--|--|--|--|--|
| | sheree.a.terres.civ@mail.mil | Accounts Maintenance Cler | [Recalled, Rejected] | | | | | |
| | Org Email: | | | | | | | |
| | CIN Code 45 @DFAS.MIL | | | | | | | |
| | Attachments: | | | | | | | |
| | Comments: | | | | | | | |
| | REJECTED DUE TO CONTRACT [PG-11] INDICATES SUBMISSION MUST BE 2IN1, VENDOR SUBMITTED COMBO. PLEASE REVIEW, REVISE, AND RESUBMIT YOUR INVOICE AND RECEIVING REPORT OR IF YOU BELIEVE THERE IS AN ERROR, PLEASE CONTACT YOUR CONTRACTING OFFICE FOR A MODIFICATION. **WHEN RESUBMITTING YOUR INVOICE FOR PAYMENT, PLEASE CONTACT YOUR ACCEPTOR TO ENSURE THE RECEIVING REPORT IS ACCEPTED IN WAWF/IRAPT AND PLACED IN SUSPENDED/ACCEPTED STATUS FOR PROMPT PROCESSING. **WHEN RESUBMITTING, CONSIDER ADDING AN ALPHA CHARACTER TO THE END OF YOUR INVOICE AND RECEIVING REPORT NUMBERS TO SIMPLIFY YOUR DUPLICATE SUBMISSION. THANK YOU S.TERRES | | | | | | | |
| E | -]Workflow Information | | | | | | | |
| | ACTION BY: Payment Official | | | | | | | |
| | ☐ Document Accepted | | | | | | | |
| | □ Document Processed | | | | | | | |
| | ✓ Document Rejected | | | | | | | |
| | ☐ Document Suspended | | | | | | | |
| = | | | | | | | | |
| L | Close | | | | | | | |

Total

Admin By View Only - Invoice 2-in-1

[-]Document Information

Contract Number Delivery Order Reference Procurement Identifier **Effective Date Contract Number Type** DoD Contract (FAR) W911S818P0011 2017/12/06

Invoice Number Invoice Date Final Invoice? **Invoice Received Date** 00064649B 2017/09/15 Ν 2018/01/09

Summary of Detail Level Information

1 CLIN/SLIN(s) \$ 1200.00

0 Miscellaneous Amount(s) \$ 0.00 **Document Total:** \$ 1,200.00

Shipment Number Shipment Date **Final Shipment** 2018/01/09

Period of Performance To Date **Billing/Account Number Period of Performance From Date**

[-]Line Item Information

Line Item Total: \$ 1,200.00

Unit of Qtv. Item No. Product/Service ID **UofM Code** Unit Price (\$) Qualifier Amount (\$) Measure Delivered 0001 ACCESSUserFee SV 3 Each EΑ 400 1,200.00 SDN AAI **ACRN** PR Number 021001 0011110831 AA

Description

ACCESS User fee for July- September 2017.

[-]Address Information

Prime Contractor Administered By **CAGE Code** DUNS DUNS + 4 Extension

808883854 W911S8

07TG0 **Activity Name 1**

WASHINGTON STATE PATROL

Activity Name 2

Activity Name 3

Address 1

210 11TH AVE SW RM116

Address 2

Address 3

Address 4

City State Zip 98504 **OLYMPIA** WA Country **Military Location Description**

USA

Address 1 DIRECTORATE OF CONTRACTING

BLDG 2015 4TH ST BOX 339500 MS 19

W6QM MICC-JB LEWIS-MC CHORD

Address 3

DoDAAC

Activity Name 1

Activity Name 2

Activity Name 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

Zip

Country **Military Location Description**

Service Acceptor

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Addrage 1

Payment Official

DoDAAC Extension

HQ0490 **Activity Name 1**

DFAS-INDY VP GFEBS

Activity Name 2

Activity Name 3

Addrage 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** 8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description**

[-]Misc Information

Initiator Name:

Date of Action / IRD:

Phone #:

Title:

F/A 2

DSN:

Marina Foster

2018/01/09 1203 MST / 2018/01/09

1203 MST

360-596-4039

Action(s):

marina.Foster@wsp.wa.gov

Org Email:

Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

[Submitted, Web, Stand Alone]

Acceptor

Name: Date of Action: Phone #:

DSN:

William Cantral Email:

2018/01/09 1312 MST

(509)577-3571 Title:

Action(s):

william.n.cantral.civ@mail.mil

Police Chief

[Accepted, Processed via EDI]

Org Email:

kim.a.wilkins-avalos.civ@mail.mil

Attachments:

Comments:

Payment Official

| Name: | Date of Action: 2018/01/09 1511 MST | Phone #: 888-332-7366, | DSN: OPTION 2 |
|--|--|-------------------------------|--|
| Email: | | Title: | Action(s): |
| | | | [Processed via EDI] |
| Org Email: | | | |
| CIN Code 45 @DFAS.MIL | | | |
| Attachments: | | | |
| Comments: | | | |
| Document was processed by the entit Customer Service Telephone Number | | C:0000000440720224. Good | s Receipt not posted. Invoice Blocked for payment. DFAS |
| Payment Official — | | | |
| Name: | Date of Action: | Phone #: | DSN: |
| | 2018/02/03 0231 MST | | |
| Email: | | Title: | Action(s): |
| | | | [Paid] |
| Org Email: | | | |
| cinCode 45 @dfas.mil | | | |
| Attachments: | | | |
| Comments: | | | |
| Paid | | | |
| [-]Workflow Information | | | |
| ACTION BY: W56DRN | | | |
| | | | Has been made by me or under my supervision and they |
| ✓ Inspected | | | conform to contract, except as noted herein or on supporting documents |
| Accepted and conforms to | Date Received | Signature Date | |
| the contract except as noted | 2018/01/09 | 2018/01/09 | William Cantral |
| ☐ Reject to Initiator | | | Cinneture Of Authorized Covernment Bornesentative |
| | | | Signature Of Authorized Government Representative |
| ACTION BY: Payment Official | | | |
| ☑ Document Accepted | | | |
| ✓ Document Processed | | | |
| ☐ Document Rejected | | | |
| ☐ Document Suspended | | | |
| ☐ Document Available For Recall | | | |
| ☐ Document in MyInvoice | | | |
| ✓ Document Paid | | | |
| | | | |

| SOLICITATION/CONT OFFEROR TO C | | | | | | 1. REQUISIT 0010939188 | | BER | | | | PAG | E1 OF | 10 |
|---|----------------|--------------------------|--------------------|---|--|----------------------------------|--|----------------|---------------|--------------------------------------|---------------------|------------------------------|--------------|----------------------|
| 2. CONTRACT NO. | l l | | ECTIVE DATE | 4. ORDE | ER NUMBER | • | 5. SOL | CITAT | TION NU | IMBER | | 6. SOLIC | CITATION ISS | SUE DATE |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAN | ес-20 [°] иЕ | 16 | 1 | | | b. TELEPHONE NUMBER (No Collect Calls) | | | | ollect Calls) | 8. OFFER DUE DATE/LOCAL TIME | | |
| 9. ISSUED BY | COI | DE \ | W911S8 | | 10. THIS ACQU | JISITION IS | X | JNRE | ESTRIC | TED OR | SET ASI | DE: | % FOF | ₹: |
| MICC MISSION AND INSTALLATION BLDG 2015 MS 19 | I CONTRACTIN | G COM | MAND | | SMALL BUS | | ELIC | SIBLE | UNDER | SMALL BUSIN THE WOMEN PROGRAM | I-OWNED | | | |
| JOINT BASE LEWIS-MCCHOR | RD WA 98433-95 | 500 | | | BUSINESS | | EDV | VOSE | В | | | AICS: 19190 | | |
| TEL: | | | | | SERVICE-D VETERAN- | OWNED | 8(A) | | | | | | NDARD: | |
| FAX: | | | | | SMALL BU | SINESS | | 126 | b. RATII | NC | Ф | 27,500, | ,000 | |
| 11. DELIVERY FOR FOB DES TION UNLESS BLOCK IS | | 0 Days | NT TERMS | | 13a, THIS | CONTRACT | IS A | 130 | o. KAIII | NG | | | | |
| MARKED | I Net 3 | o Day. | 3 | | RATE | D ORDER I | JNDER | 14 | METH | OD OF SOL | ICITATION | | | |
| SEE SCHEDULE | | | | | DPAS | (15 CFR 70 | JU) | l | | -Q | IFB | · [| RFP | |
| 15 DELIVER TO | | oe Iw | V56DRN | | 16. ADMINISTE | DED BY | | | <u></u> Ш''' | <u> </u> | | ope 1 | | |
| 15. DELIVER TO CODE W56DRN YAKIMA TRAINING CENTER BLDG 159 YAKIMA TRAINING CENTER DES 970 FIRING CENTER RD BLDG 159 YAKIMA W 98901 | | | | | NATHAN SHELTC MICC JBLM BLDC NATHAN.B.SHEL' 253 966-4411 JOINT BASE LEW | ON G 2015 MS 19 FON.CIV@MA | | 3-9500 | 0 | | C | ODE L | V31130 | |
| 17a.CONTRACTOR/ CODE OFFEROR | 07TG0 | FAC CO | CILITY DE | | 18a. PAYMENT | Γ WILL BE N | MADE BY | • | | | С | ODE | 1Q0490 | |
| WASHINGTON STATE PATROL HEATHER ANDERSON 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001 TELEPHONE NO.360-534-2103 | | | | DEFENSE FINANCE ACCOUNTING SVC DFAS-IN VP GFEBS-HQ0490 8899 E 56TH ST 888-332-7366 INDIANAPOLIS IN 46249-3800 | | | | | | | | | | |
| 17b. CHECK IF REMITTA SUCH ADDRESS IN OF | | RENT | AND PUT | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED X SEE ADDENDUM | | | | | | | | | |
| 19. ПЕМ NO. | SCHE | DULE (| 20. OF SUPPLIES | / SERVI | CES | | | | 23 UNIT F | | | 24. //OUNT | | |
| | SEE SCHEDULE | | | | | | | | | | | | | |
| 25. ACCOUNTING AND APPR | ROPRIATION D | ATA | | | | | | | 2 | 26. TOTAL A | WARD AM | OUNT (F | For Gov t. L | Jse Only) |
| See Schedule | | | | | | | | | | | | \$ | 64,260.00 | EST |
| 27a. SOLICITATION INCO | RPORATES BY | REFE | RENCE FAR 5 | 52.212-1. | 52.212-4. FAR 5 | 52.212-3. 52 | .212-5 A | RE A | TTACH | ED. AD | DENDA | ARE | ARE NO | T ATTACHED |
| X 27b. CONTRACT/PURCH | ASE ORDER IN | CORP | ORATES BY R | EFEREN | ICE FAR 52.212 | -4. FAR 52.2 | 212-5 IS | ATTA | ACHED | . AD | DENDA | ARE | ARE NO | T ATTACHED |
| X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVI ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SI | | | | | AND E AND ON ANY | | OFFER (BLOC | DAT (5), I | TED INCLUI | ONTRACT: F DING ANY IN, IS ACC | . YOUR ADDITION: | S OR C | | ITATION /HICH ARE |
| 30a. SIGNATURE OF OFFER | ROR/CONTRAC | CTOR | | | 31a.UNITE | STATES OF | F AMERIC | CA (| (SIGNAT | FURE OF COI | NTRACTING | OFFICER | :) | |
| 30b. NAME AND TITLE OF S | SIGNER | | 30c. DATE | SIGNED | 31b. NAME | OF CONTRA | CTING O | FFICE | ER | (TYPE O | R PRINT) | | 31c. DA | ATE SIGNED |
| (TYPE OR PRINT) | | | | | Robert Ph | elps / Con | tract S | pecia | alist | | | | | |
| | | | | | TEL: | 253 966-3 | 3487 | | | | | | 06- | Dec-2016 |
| | | | | | EMAIL: robert.a.phelps2.civ@mail.mil | | | | | | | | | |

| SOLICITAT | rion/co | | T/ORDER FOR TINUED) | COMMERC | IAL ITE | EMS | | | | | P | AGE 2 OF 10 |
|---|-----------|------------|----------------------------|--------------------------|---------|-------------|--------------|-----------|-----------|---------------|---------|--------------|
| 19. | | 90 | 20. CHEDI II E OE SUIDD | I IES/ SERVICE | :0 | • | 21. | ~ | 22. | 23 LINIT D | | 24. |
| ITEM NO. | | SC | SEE SCH | | S | | QUANTIT | Y | UNIT | UNIT P | RICE | AMOUNT |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 32a. QUANTITY IN RECEIVED | COLUMN 2 | D 🗍 | N EPTED, AND CONF | | CONTRAC | T EVOEDT | AC NOTED. | | | | | |
| 32b. SIGNATURE C | | | - | 32c. DATE | ONTRAC | 32d. PRIN | TED NAME AND |) TITLE (| OF AUTHOR | RIZED GOVE | ERNMEN | IT |
| | | | | | | | | | | | | |
| 32e. MAILING ADD | RESS OF A | UTHORIZE | D GOVERNMENT RE | EPRESENTATIVE | ≣ | 32f . TELEF | PHONE NUMBE | R OF AL | UTHORIZE |) GOVERNM | MENT RE | PRESENTATIVE |
| | | | | | | 32g. E-MAI | L OF AUTHORI | IZED GO | OVERNMEN | T REPRESE | NTATIVE | : |
| 33. SHIP NUMBER | FINAL | VOUCHER | NUMBER | 35. AMOUNT VE CORRECT | | 36. | PAYMENT | TE F | PARTIAL | FINAL | 37. CHE | ECK NUMBER |
| 38. S/R ACCOUNT | NUMBER | 39. S/R VO | OUCHER NUMBER | 40. PAID BY | | I | | | | | | |
| 41a. I CERTIFY THI 41b. SIGNATURE AI | | | ECT AND PROPER | FOR PAYMENT 41c. DATE | 42a. RE | CEIVED BY | (Print) | | | | | |
| | | | | | 42b. RE | CEIVED AT | (Location) | | | | | |
| | | | | | 42c. DA | TE REC'D (| YY/MM/DD) | 42d. T0 | OTAL CONT | AINERS | | |

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 12 Months \$355.00 \$4,260.00 EST

YTC WASIC SUBSCRIPTION

FFP

YTC WASIC SUBSCRIPTION

FOB: Destination

PURCHASE REQUEST NUMBER: 0010939188

NET AMT \$4,260.00 (EST.)

ACRN AA \$4,260.00 CIN: Code 45

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC

0001 POP 06-DEC-2016 TO N/A YAKIMA TRAINING CENTER BLDG 159 W56DRN

05-DEC-2017 YAKIMA TRAINING CENTER DES 970 FIRING CENTER RD BLDG 159

YAKIMA W 98901

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 0212017201720200000113131257 000010017176 6100.9000021001

COST CODE: A2AES

AMOUNT: \$4,260.00 CIN Code 45 \$4,260.00

CLAUSES INCORPORATED BY REFERENCE

| 52.212-4 | Contract Terms and ConditionsCommercial Items | MAY 2015 |
|--------------------|---|----------|
| 52.213-3 | Notice to Suppliers | APR 1984 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.211-7003 | Item Unique Identification and Valuation | MAR 2016 |

| 252.225-7001 | Buy American And Balance Of Payments Program Basic | AUG 2016 |
|--------------|---|----------|
| | (Aug 2016) | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving | JUN 2012 |
| | Reports | |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2016)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- (41 U.S.C. 4704 and 10 U.S.C. 2402).
 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)

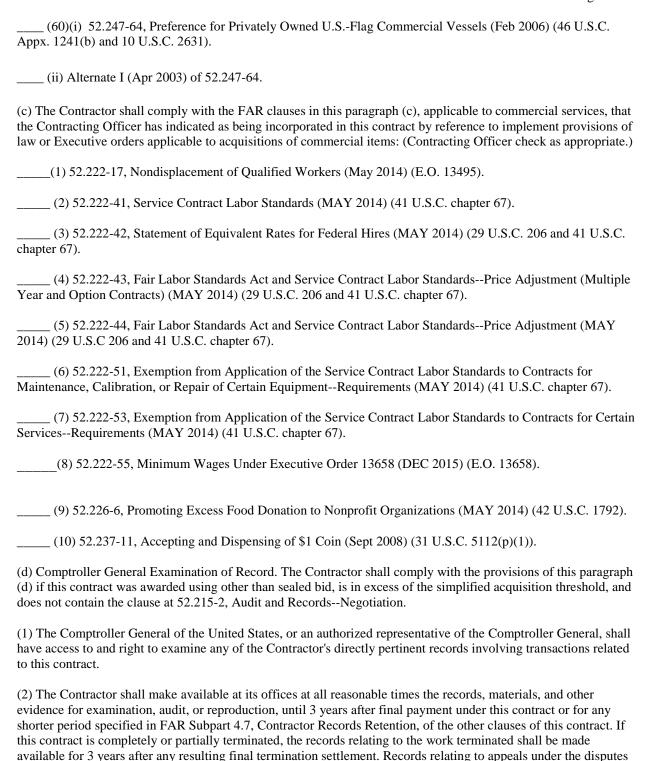
- 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

| (10) [Reserved] |
|--|
| (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a). |
| (ii) Alternate I (NOV 2011) of 52.219-3. |
| (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (JAN 2011) of 52.219-4. |
| (13) [Reserved] |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644). |
| (ii) Alternate I (NOV 2011). |
| (iii) Alternate II (NOV 2011). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Nov 2016) of 52.219-9. |
| (v) Alternate IV (Nov 2016) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C 657f). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)). |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

| X (26) 52.222-19, Child LaborCooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). |
|---|
| (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
| (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). |
| (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). |
| X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793). |
| (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). |
| (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction. |
| (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017). |
| (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016). |
| (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693). |
| (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693). |
| (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and $\overline{13514}$). |
| (ii) Alternate I (OCT 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52 223 14 |

| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
|---|
| (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| $\rm X~(44)~52.223$ -18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). |
| (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693). |
| (46) 52.223-21, Foams (June, 2016) (E.O. 13693). |
| (47) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| (48) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52.225-3. |
| (iv) Alternate III (May 2014) of 52.225-3. |
| (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150 |
| (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| X~(56)~52.232-33, Payment~by~Electronic~Funds~Transfer—System~for~Award~Management~(July~2013)~(31~U.S.C.~3332). |
| (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332). |
| (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332). |
| (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |



(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available

until such appeals, litigation, or claims are finally resolved.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

(End of clause)

1,065.00

Admin By View Only - Invoice

| [-]Document Contract N DoD Contra | umber Type | Contract N | | Delivery Order | Reference | Procurement Iden | tifier I | Effective Date 2016/12/06 |
|-----------------------------------|----------------------------|------------|--------------|-----------------|------------------|------------------|-------------------|------------------------------|
| Invoice Nu | mber | In | voice Date | Final In | voice? | In | voice Received Da | ate |
| 00062392 | | 2 | 016/12/15 | ١ | I | | 2016/12/16 | |
| Summary of | of Detail Level Informatio | n | | | | | | Total (\$) |
| 1 CLIN/SLIN | N(s) | | | | | | | 1,065.00 |
| 0 Miscellane | eous Amount(s) | | | | | | | 0.00 |
| | | | | | | Document Total (| \$): | 1,065.00 |
| Shipment N | Number | | | Shipment D | ate | | Final Shipment | t |
| 0032 | | | | 2016/12/16 | 5 | | N | |
| [-]Line Item Ir | nformation | | | | | | | |
| Item No. | Product/Service ID | Qualifier | Qty. Shipped | Unit of Measure | UofM Code | Unit Price (\$) | Qty. Accepted | Amount (\$) |
| 0001 | ACCESSUserFee | SV | 3 | Each | EA | 355 | | 1,065.00 |
| | SDN | | ACRN | , | AAI | | PR Number | |
| | | | AA | 02 | 1001 | | 0010939188 | |

Line Item Total (\$):

[-]Address Information

Description

ACCEES User fee for October 1- December 31, 2016.

| | Prime | e Contractor | | | Administered By | |
|----------------------|--------------|----------------|------------------|---------------------|-------------------|-----------------|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | |
| 07TG0 | 808883854 | | | W911S8 | | |
| Activity Name | 1 | | | Activity Name 1 | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS | -MC CHORD | |
| Activity Name | 2 | | | Activity Name 2 | | |
| Activity Name | 3 | | | Activity Name 3 | | |
| Address 1 | | | | Address 1 | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CO | NTRACTING | |
| Address 2 | | | | Address 2 | | |
| | | | | BLDG 2015 4TH ST BO | X 339500 MS 19 | |
| Address 3 | | | | Address 3 | | |
| Address 4 | | | | Address 4 | | |
| | | | | JOINT BASE LEWIS MO | CCH WA 98433-9500 | |
| City | | State | Zip | City | State | Zip |
| OLYMPIA | | WA | 98504 | | | |
| Country | | Military Locat | tion Description | Country | Military Loca | tion Descriptio |
| USA | | | | | | |

Ship To

DoDAAC
Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Payment Official

DoDAAC
Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS
Activity Name 2

Activity Name 3 Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State

Country **Military Location Description** Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

Zip

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description** Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description**

[-]Misc Information

Initiator

Email:

Date of Action / IRD: Name:

2016/12/16 1445 MST / 2016/12/16

1445 MST

Phone #: 360-596-4039

Title:

F/A 2

marina.Foster@wsp.wa.gov

Org Email:

Marina Foster

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

DSN:

Action(s):

[Submitted, Web, Combo, Processed

via EDI]

Payment Official -

Name: Date of Action: Phone #:

DSN:

2016/12/16 2016 MST

888-332-7366, OPTION 2

Title:

Action(s):

[Suspended]

Org Email:

Email:

CIN-Code 45 DFAS.MIL

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000383008418. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official -

Name: Date of Action:

Phone #:

Title:

DSN:

Action(s):

2017/01/06 0057 MST

888-332-7366, OPTION 2

Email:

[Processed via EDI]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was processed by the entitlement system. Processed. IDOC:0000000383008418. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

[-]Workflow Information

ACTION BY: Payment Official

Document Accepted

✓ Document Processed

Document Rejected

Document Suspended

Admin By View Only - Invoice

| Contract Number Type | Contract Number | Delivery Order | Reference Procurement Identifier | Effective Date |
|-------------------------------------|-----------------|----------------|----------------------------------|-----------------|
| DoD Contract (FAR) | W911S817P0004 | | | 2016/12/06 |
| Invoice Number | Invoice Date | Final Invoice | ? Invoice | e Received Date |
| 00063022 | 2017/03/15 | N | 2 | 2017/03/17 |
| Summary of Detail Level Information | | | | Total (\$) |
| 1 CLIN/SLIN(s) | | | | 1,200.00 |
| 0 Miscellaneous Amount(s) | | | | 0.00 |
| | | | Document Total (\$): | 1,200.00 |
| Shipment Number | | Shipment Date | Fi | nal Shipment |
| 0018 | | 2017/03/17 | | N |

[-]Line Item Information

| Item No. | Product/Service ID | Qualifier | Qty. Shipped | Unit of Measure | UofM Code | Unit Price (\$) | Qty. Accepted | Amount (\$) |
|----------|--------------------|--------------|--------------------|----------------------|-------------------|-------------------|---------------|-------------|
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| | SDN | | ACRN | A | AAI | | PR Number | |
| | | | AA | | | | 0010939188 | |
| | Descript | tion | | | | | | |
| | ACCESS | User Fee for | January 1- March 3 | 1, 2007 FOB: Destina | ition Purchase Re | quest number:0010 | 0939188 | |

Line Item Total (\$): 1,200.00

[-]Address Information

| | Prime | Contractor | | | Administered By | |
|-----------------|--------------|----------------|-----------------|---------------------|-------------------|------------------|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | |
| 07TG0 | 808883854 | | | W911S8 | | |
| Activity Name | 1 | | | Activity Name 1 | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS | S-MC CHORD | |
| Activity Name 2 | 2 | | | Activity Name 2 | | |
| Activity Name | 3 | | | Activity Name 3 | | |
| Address 1 | | | | Address 1 | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CO | NTRACTING | |
| Address 2 | | | | Address 2 | | |
| | | | | BLDG 2015 4TH ST BO | X 339500 MS 19 | |
| Address 3 | | | | Address 3 | | |
| Address 4 | | | | Address 4 | | |
| | | | | JOINT BASE LEWIS MO | CCH WA 98433-9500 | |
| City | | State | Zip | City | State | Zip |
| OLYMPIA | | WA | 98504 | | | |
| Country | | Military Locat | ion Description | Country | Military Loca | tion Description |
| USA | | | | | | |

Payment Official Ship To Extension **DoDAAC DoDAAC** Extension W56DRN HQ0490 **Activity Name 1 Activity Name 1** W12K JBLM LEWIS DES DFAS-INDY VP GFEBS **Activity Name 2 Activity Name 2**

Activity Name 3 Activity Name 3 Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description** Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description**

[-]Misc Information

Marina Foster

Initiator

Email:

Date of Action / IRD: Name:

2017/03/17 1402 MDT / 2017/03/17

1402 MDT

Phone #: 360-596-4039

marina.Foster@wsp.wa.gov

Title: F/A 2

[Submitted, Web, Combo, Processed

via EDI]

Action(s):

DSN:

Org Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

Payment Official -

Name: Date of Action:

2017/03/17 1712 MDT

Phone #:

DSN:

888-332-7366, OPTION 2

Title:

Action(s):

[Processed via EDI]

Org Email:

Email:

CIN Code 45 @DFAS.MIL

Attachments:

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

4/30/2019

Document was processed by the entitlement system. Processed. IDOC:0000000395079640. Goods Receipt not posted. Invoice Blocked for payment. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

[-]Workflow Information

ACTION BY: Payment Official

- Document Accepted
- ✓ Document Processed
- Document Rejected
- Document Suspended

Close

Admin By View Only - Invoice

| DoD Contract (FAR) Invoice Number | W911S817P0004 | | | | |
|------------------------------------|---------------|--------------|-------|---------------------|------------|
| Invoice Number | | | | | 2016/12/06 |
| illvoice Nullibel | Invoice Da | te Final Inv | oice? | Invoice Receiv | ed Date |
| 00063797 | 2017/06/1 | 5 N | | 2017/06/2 | 23 |
| Summary of Detail Level | Information | | | | Total (\$) |
| 1 CLIN/SLIN(s) | | | | | 1,200.00 |
| 0 Miscellaneous Amount(s |) | | | | 0.00 |
| | | | Do | ocument Total (\$): | 1,200.00 |
| Shipment Number | | Shipment Da | te | Final Ship | ment |
| 0019 | | 2017/06/23 | | N | |

| item No. | Product/Service ID | Qualifier | Qty. Shipped | Offic of Measure | Cour Code | Offic Price (\$) | Qiy. Accepted | Amount (\$) | |
|----------|--------------------|-----------------|------------------|------------------|-----------|------------------|---------------|-------------|--|
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| | SDN | | ACRN | Α | AI | | PR Number | | |
| | | | AA | 021 | 1001 | | 0010939188 | | |
| | Descript | ion | | | | | | | |
| | Access L | Jser fee for Ap | ril - June 2017. | | | | | | |

Line Item Total (\$): 1,200.00

[-]Address Information

| | Prime | Contractor | | | Administered By | |
|--|--------------|----------------|------------------|----------------------|------------------|----------------|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | |
| 07TG0 | 808883854 | | | W911S8 | | |
| Activity Name | 1 | | | Activity Name 1 | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS | -MC CHORD | |
| Activity Name | 2 | | | Activity Name 2 | | |
| | | | | | | |
| Activity Name | 3 | | | Activity Name 3 | | |
| Address 1 | | | | Address 1 | | |
| 210 11TH AVE SW RM116 DIRECTORATE OF CONTRACTING | | | | | | |
| | SW KWII IO | | | | TRACTING | |
| Address 2 | | | | Address 2 | | |
| | | | | BLDG 2015 4TH ST BOX | X 339500 MS 19 | |
| Address 3 | | | | Address 3 | | |
| Address 4 | | | | Address 4 | | |
| Address 4 | | | | JOINT BASE LEWIS MC | CH WA 00433 0500 | |
| City | | Ctata | 7: | | | 7: |
| City | | State | Zip | City | State | Zip |
| OLYMPIA | | WA | 98504 | | | |
| Country | | Military Locat | tion Description | Country | Military Locat | ion Descriptio |
| USA | | | | | | |

Ship To **Payment Official DoDAAC** Extension **DoDAAC** Extension W56DRN HQ0490 **Activity Name 1 Activity Name 1** W12K JBLM LEWIS DES DFAS-INDY VP GFEBS **Activity Name 2 Activity Name 2**

Activity Name 3 Activity Name 3 Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description** Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description**

[-]Misc Information

Marina Foster

Initiator Name:

Email:

Date of Action / IRD:

2017/06/23 1235 MDT / 2017/06/23

1235 MDT

360-596-4039

Phone #:

Title: Action(s):

[Submitted, Web, Combo, Processed F/A 2 via EDI]

Org Email:

sheri.seibold@wsp.wa.gov

marina.Foster@wsp.wa.gov

Attachments:

Comments:

Payment Official -

Name: Date of Action:

Phone #:

DSN:

DSN:

2017/06/23 1520 MDT 888-332-7366, OPTION 2

Title:

Action(s):

[Suspended]

Org Email:

Email:

CIN Code 45 @DFAS.MIL

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

4/30/2019

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000411159816. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official -

Name: Date of Action:

Phone #:

Title:

DSN:

Action(s):

2017/06/26 2338 MDT

888-332-7366, OPTION 2

Email:

[Processed via EDI]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was processed by the entitlement system. Processed. IDOC:0000000411159816. Goods Receipt not posted. Invoice Blocked for payment. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

[-]Workflow Information

ACTION BY: Payment Official

Document Accepted

✓ Document Processed

Document Rejected

Document Suspended

Close

Admin By View Only - Invoice

| [-]Document | Information | | | | | | | |
|-----------------|----------------------------|------------|--------------|-----------------|-----------|------------------|------------------|----------------|
| | umber Type | Contract N | lumber l | Delivery Order | Reference | Procurement Iden | tifier I | Effective Date |
| DoD Contra | act (FAR) | W911S817 | 'P0004 | | | | | 2016/12/06 |
| Invoice Nu | mber | In | voice Date | Final Ir | voice? | In | voice Received D | ate |
| 00064649 | | 2 | 017/09/15 | 1 | 1 | | 2017/09/20 | |
| Summary of | of Detail Level Informatio | n | | | | | | Total (\$) |
| 1 CLIN/SLIN | N(s) | | | | | | | 1,200.00 |
| 0 Miscellane | eous Amount(s) | | | | | | | 0.00 |
| | | | | | | Document Total (| \$): | 1,200.00 |
| Shipment N | Number | | | Shipment D | ate | | Final Shipmen | t |
| 0020 | | | | 2017/09/20 |) | | N | |
| [-]Line Item Ir | nformation | | | | | | | |
| Item No. | Product/Service ID | Qualifier | Qty. Shipped | Unit of Measure | UofM Code | Unit Price (\$) | Qty. Accepted | Amount (\$) |
| 0001 | ACCESSUserFee | SV | 3 | Months | MO | 400.00 | | 1,200.00 |

AAI

021001

DescriptionACCESS User fee for July 1- September 30, 2017.

ACRN

AA

SDN

Line Item Total (\$): 1,200.00

PR Number

0010939188

[-]Address Information

| Prime Contractor | | | | | Administered By | | |
|------------------|--------------|----------------|-----------------|---------------------|-----------------------------------|------------------|--|
| CAGE Code | DUNS | DUNS + 4 | Extension | DoDAAC | | | |
| 07TG0 | 808883854 | | | W911S8 | | | |
| Activity Name | 1 | | | Activity Name 1 | | | |
| WASHINGTON | STATE PATROL | | | W6QM MICC-JB LEWIS | S-MC CHORD | | |
| Activity Name | 2 | | | Activity Name 2 | | | |
| Activity Name | 3 | | | Activity Name 3 | | | |
| Address 1 | | | | Address 1 | | | |
| 210 11TH AVE | SW RM116 | | | DIRECTORATE OF CO | NTRACTING | | |
| Address 2 | | | | Address 2 | | | |
| | | | | BLDG 2015 4TH ST BO | BLDG 2015 4TH ST BOX 339500 MS 19 | | |
| Address 3 | | | | Address 3 | | | |
| Address 4 | | | | Address 4 | | | |
| | | | | JOINT BASE LEWIS MO | CCH WA 98433-9500 | | |
| City | | State | Zip | City | State | Zip | |
| OLYMPIA | | WA | 98504 | | | | |
| Country | | Military Locat | ion Description | Country | Military Loca | tion Description | |
| USA | | | | | | | |

Ship To

DoDAAC
Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Payment Official

DoDAAC
Extension

HQ0490

Activity Name 1

DFAS-INDY VP GFEBS
Activity Name 2

Activity Name 3 Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description** Address 1

8899 E 56TH STREET

Address 2

INDIANAPOLIS IN 46249-3800

Address 3

Address 4

INDIANAPOLIS IN 46249-3800

City State Zip

Country **Military Location Description**

Issue By

DoDAAC

W911S8

Activity Name 1

W6QM MICC-JB LEWIS-MC CHORD

Activity Name 2

Activity Name 3

Address 1

DIRECTORATE OF CONTRACTING

Address 2

BLDG 2015 4TH ST BOX 339500 MS 19

Address 3

Address 4

JOINT BASE LEWIS MCCH WA 98433-9500

City Zip

Country **Military Location Description** Accept By

DoDAAC Extension

W56DRN

Activity Name 1

W12K JBLM LEWIS DES

Activity Name 2

Activity Name 3

Address 1

BLDG 9630 I STREET

Address 2

FORT LEWIS WA 98433-9500

Address 3

Address 4

FORT LEWIS WA 98433-9500

City State Zip

Country **Military Location Description**

[-]Misc Information

Marina Foster

Initiator

Email:

Date of Action / IRD: Name:

1245 MDT

2017/09/20 1245 MDT / 2017/09/20

360-596-4039

Phone #:

marina.Foster@wsp.wa.gov

F/A 2

Title:

[Submitted, Web, Combo, Processed

via EDI]

Action(s):

DSN:

Org Email:

sheri.seibold@wsp.wa.gov

Attachments:

Comments:

Payment Official -

Name: Date of Action:

2017/09/20 1513 MDT

Phone #:

DSN:

888-332-7366, OPTION 2

Title:

Action(s): [Suspended]

Org Email:

Email:

CIN Code 45 @DFAS.MIL

Attachments:

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

4/30/2019

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000425350383. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official -

 Name:
 Date of Action:
 Phone #:
 DSN:

 JACQUELYN HOLMES
 2017/10/12 1521 MDT
 317-212-3247
 699-7720

 Email:
 Title:
 Action(s):

JACQUELYN.J.HOLMES.CIV@MAIL.MIL ACCOUNTING TECHNICIAN [Recalled, Suspended]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Prior invoices paid that were overbilling according to contract. Funding is short for this reason. Waiting response.

Payment Official

Name: Date of Action: Phone #: DSN:

2017/10/12 2316 MDT 888-332-7366, OPTION 2

Email: Title: Action(s):

[Suspended]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000425350383. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official —

 Name:
 Date of Action:
 Phone #:
 DSN:

 JACQUELYN HOLMES
 2017/10/13 0940 MDT
 317-212-3247
 699-7720

 Email:
 Title:
 Action(s):

JACQUELYN.J.HOLMES.CIV@MAIL.MIL ACCOUNTING TECHNICIAN [Recalled, Suspended]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Nate has requested (by email and phone) that a hold be placed on any action regarding this invoice. He would like to speak with the vendor first. 10/13/2017

Payment Official —

Name: Date of Action: Phone #: DSN:

2017/10/14 0112 MDT 888-332-7366, OPTION 2

Email: Title: Action(s):

[Suspended]

Org Email:

CIN Code 45 @DFAS.MIL

Attachments:

Comments:

Document was suspended by the entitlement system. It is currently being reviewed by the Pay Official to determine the next action required. Suspended. IDOC:0000000425350383. DFAS Customer Service Telephone Number: 888-332-7366, OPTION 2

Payment Official -

 Name:
 Date of Action:
 Phone #:
 DSN:

 JACQUELYN HOLMES
 2017/10/25 0656 MDT
 1-888-332-7366 OPTION 2
 699-7720

 Email:
 Title:
 Action(s):

JACQUELYN.J.HOLMES.CIV@MAIL.MIL ACCOUNTING TECHNICIAN [Recalled, Rejected]

Org Email:

CIN Code 45 @DFAS.MIL

https://wawf.eb.mil/wawf/html/PrinterFriendly.html

Close

| | ttachments: omments: | | | | | | | |
|----------|--|--|--|--|--|--|--|--|
| Du | ue to price increase per item and no mods to increase funding there is not enough funding available to pay this invoice. | | | | | | | |
| | [-]Workflow Information ACTION BY: Payment Official | | | | | | | |
| | Document Accepted | | | | | | | |
| | Document Processed | | | | | | | |
| ✓ | Document Rejected | | | | | | | |
| | Document Suspended | | | | | | | |
| | | | | | | | | |

Johnson, Alaine (WSP)

From: Cline, Karen (WSP)

Sent: Thursday, March 30, 2017 3:50 PM

To: Candee, Kateri (WSP)

Cc: Anderson, Jim (WSP); Eckhart, Shawn (WSP); Johnson, Alaine (WSP); Foster, Marina

(WSP); Kirby, Rebecca (WSP)

Subject: ALC102 - EXECUTED CONTRACT: Bureau of ATF/K12774 **Attachments:** WSP - Inter-Gov Agree 2017 K12774_Executed.pdf

This email is sent on behalf of Ms. Rebecca Kirby:

Attached is one fully executed copy of the ACCESS Services Contract between the Washington State Patrol and the Bureau of Alcohol, Tobacco, Firearms, and Explosives, WSP Contract No. K12774. Please retain this copy for your records.

Please use this contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

NOTICE: You can view a copy of the executed contract in ECMS by following the link below. Log in, click the 'Attachments' tab and then the magnifying glass.

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractSummary.aspx?contract_id=196312

Thank you,

Karen Cline

Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K12774

Other Contract Number
Amendment Number
Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=196312

Start Date 1/1/2017

DOE

End Date 12/31/2017

End Date Options

CFDA No. QFSR Yes/No

Contract Title ACCESS Services

Contractor Name Bureau of Alcohol, Tobacco, Firearms and Explosives

Contact Name Linda Gathercole

Contact Telephone Number

Contact Email Address Lynda.J.Gathercole@usdoj.gov

Contact Mailing Address 99 New York Ave NE, Ste. 3.S-159, Washington DC, 20226

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Kateri Candee
WSP Section/Division/Bureau Collision Records

Actual Costs

Current Contract Amount \$9,600.00

Amendment Amount Revised Total Amount Indirect Costs Rate

Budget Coding

Revenue Coding 108-00230 50% 4/20 081-00230 50% 4/20

Billable Code Regular Time Overtime

Voluntary OT

Mileage Allow Leave

Captain Overtime No

Limit by Org Code Primary Org Code **External Contract**

Yes

Comments

Acct No. ALC102

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Shawn Eckhart

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Marina Foster

BFS Accounting Manager Approved BFS FSP Manager Approved Yes Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Attachments

WSP - Inter-Gov Agree 2017 K12774 signed.pdf

Version: 8.0

Created at 3/15/2017 12:17 PM by Cline, Karen (WSP) Last modified at 3/30/2017 3:31 PM by Cline, Karen (WSP)



U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives 99 New York Avenue, NE Washington, DC 20226

INTER-GOVERNMENTAL AGREEMENT NUMBER # 17-806-P/AMV# 17AHDQ00457 BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND WASHINGTON STATE PATROL

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions for costs associated with the use of State Terminal Law Enforcement Databases and Video Capture Service connections in Seattle, WA and Yakima, WA between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Washington State Patrol.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. See 28 U.S.C. § 599A(b).
- b. The Consolidated Appropriations Act of 2017 provides funding for the necessary expenses of ATF.
- c. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. See 28 U.S.C. § 530C(a).
- d. Federal agencies may enter contracts for severable services that begin in one fiscal year and end in the next fiscal year if the contract period does not exceed one year. 41 U.S.C. § 3902.

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Seattle, WA and Yakima, WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2017 and remain in effect until December 31, 2017.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed \$9,600.

6. BILLING PROCEDURES:

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to <u>Lynda.Gathercole @atf.gov</u>. The invoice shall clearly identify the IGA agreement number (17-806-P/AMV 17AHDQ00457) and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 60 day written notice to the other party.

| SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | Date: 12:20-16 |
|---|----------------|
| Shine | Date: 3/10/1 |
| WASHINGTON STATE PATROL | / / |
| WENNESS V NOVIGED | Date: |
| KENNETH M. HOUSER | |
| ACTING BUREAU CHIEF PROCUREMENT OFFICER | |
| BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | |

9,

ACCEPTANCE:

Johnson, Alaine (WSP)

From: Cline, Karen (WSP)

Sent: Tuesday, May 09, 2017 1:35 PM

To: Candee, Kateri (WSP)

Cc: Anderson, Jim (WSP); Eckhart, Shawn (WSP); Johnson, Alaine (WSP); Foster, Marina

(WSP); Kirby, Rebecca (WSP)

Subject: EXECUTED CONTRACT: Bureau of Alcohol, Tobacco, Firearms & Explosives/K12774 -

REVISED

Attachments: WSP-Inter-Gov Agree 2017 K12774_Executed REVISED.pdf

This email is sent on behalf of Ms. Rebecca Kirby:

Attached is one fully executed <u>REVISED</u> copy of the ACCESS Services Agreement between the Washington State Patrol and the Bureau of Alcohol, Tobacco, Firearms & Explosives, WSP Contract No. K12774. Please retain this copy for your records.

Please use this contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

NOTICE: You can view a copy of the executed contract in ECMS by following the link below. Log in, click the 'Attachments' tab and then the magnifying glass.

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractAttachments.aspx?contract_id=196312

Thank you,

Karen Cline

Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

Print This Item

Status Approved Type of Contract * Billable

WSP Contract Number K12774-REVISED

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=196312

Start Date 1/1/2017

DOE

End Date 12/31/2017

End Date Options

CFDA No. QFSR Yes/No

Contract Title ACCESS Services

Contractor Name Bureau of Alcohol, Tobacco, Firearms and Explosives

Contact Name Linda Gathercole

Contact Telephone Number

Contact Email Address Lynda.J.Gathercole@usdoj.gov

Contact Mailing Address 99 New York Ave NE, Ste. 3.S-159, Washington DC, 20226

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Kateri Candee
WSP Section/Division/Bureau Collision Records

Actual Costs

Current Contract Amount \$6,000.00

Amendment Amount Revised Total Amount Indirect Costs Rate Budget Coding

Revenue Coding 108-00230 50% 4/20

081-00230 50% 4/20

Billable Code Regular Time Overtime Voluntary OT

Mileage Allow Leave

Captain Overtime No

Limit by Org Code Primary Org Code **External Contract**

Yes

Comments

Acct No. ALC102

Two accounts were merged into one, effective April 2017, so t

the contract maximum from \$9600 to \$6000. rk

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Shawn Eckhart

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Marina Foster

BFS Accounting Manager Approved BFS FSP Manager Approved Yes Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Attachments

WSP-Inter-Gov Agree 2017 K12774_Executed REVISED.pdf

Version: 17.0

Created at 3/15/2017 12:17 PM by Cline, Karen (WSP) Last modified at 5/9/2017 1:12 PM by Cline, Karen (WSP)



U.S. Department of Justice

Revised 4-11-17

Bureau of Alcohol, Tobacco, Firearms and Explosives 99 New York Avenue, NE Washington, DC 20226

INTER-GOVERNMENTAL AGREEMENT NUMBER # 17-806-P/AMV# 17AHDQ00457 BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND WASHINGTON STATE PATROL

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- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. See 28 U.S.C. § 599A(b).
- b. The Consolidated Appropriations Act of 2017 provides funding for the necessary expenses of ATF.
- c. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. See 28 U.S.C. § 530C(a).
- d. Federal agencies may enter contracts for severable services that begin in one fiscal year and end in the next fiscal year if the contract period does not exceed one year. 41 U.S.C. § 3902.

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Seattle, WA and Yakima, WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2017 and remain in effect until December 31, 2017.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed \$6,000.

6. BILLING PROCEDURES:

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to <u>Lynda.Gathercole @atf.gov</u>. The invoice shall clearly identify the IGA agreement number (17-806-P/AMV 17AHDQ00457) and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. ACCEPTANCE:

| SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | | 4/10/17 |
|---|-------|---------|
| WASHINGTON STATE PATROL | Date: | 4/26/1 |
| KENNETH M. HOUSER ACTING BUREAU CHIEF PROCUREMENT OFFICER BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | Date: | |

Lofstrom, Diane (WSP)

From: Maki, Bob (WSP)

Sent: Monday, March 27, 2017 4:12 PM

To: Tee, Simon (WSP); Guillermo, Blessing (WSP)

Subject: Fw: FYI: Sanctuary Cities to Be Barred From Justice Department Funds, Sessions Says

(WSJ)

For review and comment:

Sent from my BlackBerry.

From: Berry, Jason (WSP) < Jason.Berry@wsp.wa.gov>

Sent: Monday, March 27, 2017 4:00 PM

To: Maki, Bob (WSP)

Cc: Drake, Randy (WSP); Lamoreaux, Marc (WSP); Hebert, Larry (WSP); Duffy, Chuck (WSP); Sass, Jeff (WSP)

Subject: FW: FYI: Sanctuary Cities to Be Barred From Justice Department Funds, Sessions Says (WSJ)

Bob,

Please inform Simon to look out for this new language showing up in federal contracts. I have reviewed it with the chief. He believes we are currently in compliance with 8 U.S.C. Section 1373 - so we can certify as such.

https://www.law.cornell.edu/uscode/text/8/1373

Thanks.

From: Batiste, John (WSP)

Sent: Monday, March 27, 2017 3:56 PM

To: Berry, Jason (WSP); Maki, Bob (WSP); Thygesen, Mary (WSP)

Subject: Fw: FYI: Sanctuary Cities to Be Barred From Justice Department Funds, Sessions Says (WSJ)

FYI

Chief John Batiste, Washington State Patrol "Service With Humility"

From: Ricketts, Sam (GOV) < Sam.Ricketts@gov.wa.gov>

Sent: Monday, March 27, 2017 12:16 PM

To: Brown, Nicholas (GOV); Hallum, Sonja (GOV); Sawyer, Sheri (GOV); Avalos, Paulette (GOV); Davis, RaShelle (GOV); van der Lugt, Lisa (CHA); Itti, Michael. (CAPAA); Austin Hall, Ellen (ATG); Esquibel, Shane (ATG); Batiste, John (WSP); Alexander, Monica (WSP); MacBain, Alexander S. 'Alex' (DOC); Becker-Green, Jody M. (DOC); Uy, Stephen (GOV);

Westbrook, David (GOV)

Cc: Lee, Tara (GOV); Gallagher, Chase (GOV); Vila, Simon (GOV); GOV dist Executive Team **Subject:** FYI: Sanctuary Cities to Be Barred From Justice Department Funds, Sessions Says (WSJ)

FYI

Sanctuary Cities to Be Barred From Justice Department Funds, Sessions Says

States, counties and cities that shelter illegal immigrants won't get justice grants

Βv

LOUISE RADNOFSKY

Updated March 27, 2017 2:29 p.m. ET https://www.wsj.com/articles/sanctuary-cities-to-be-barred-from-justice-department-funds-sessions-says-1490637493
139 COMMENTS

The Trump administration will bar cities, counties and states that don't fully cooperate with federal immigration authorities from receiving federal law enforcement funding from the Justice Department, Attorney General Jeff Sessions said Monday.

The announcement, coming on the heels of a rough week for Mr. Trump's administration, suggested that the administration was doubling down on a core Trump campaign pledge to curtail illegal immigration. But the statement from Mr. Sessions didn't appear to move beyond existing policy established by the Obama administration.

Mr. Sessions, addressing reporters in the White House briefing room, said that his agency would require jurisdictions seeking grants to certify they were complying with a section of the U.S. code that demands information sharing with federal immigration officials.

Mr. Sessions spoke at length of the problem of crimes committed by undocumented immigrants but said the policy announcement was merely reiterating an Obama administration stance adopted last year. "This policy is entirely consistent with...guidance issued last summer," he said.

The announcement, aimed at so-called <u>sanctuary cities that have refused to work with federal immigration</u> <u>authorities</u>, also follows earlier signals from Mr. Trump's administration that it would seek to penalize such jurisdictions.

It comes as Maryland is weighing whether to adopt a sanctuary stance statewide, and as some cities double down on their commitment to resist more aggressive immigration enforcement during Mr. Trump's presidency.

"I strongly urge our nation's states, cities and counties to consider carefully the harm they are doing to their citizens and to rethink their policies," Mr. Sessions said. "We have simply got to end this policy."

Write to Louise Radnofsky at louise.radnofsky@wsj.com



To: Thygesen, Mary (WSP); Nashleanas, Eileen (WSP); Sanford, Kendra (WSP)

Cc: Moore, Kyle (WSP)

Subject: FW: Lynden Trump Rally Costs Date: Monday, May 08, 2017 2:27:00 PM

I don't recollect formally asking for any reimbursements.

Are you all aware of any requests?

Thx, Bob

From: Moore, Kyle (WSP) Sent: Monday, May 08, 2017 2:26 PM To: Maki, Bob (WSP)

Subject: Lynden Trump Rally Costs

I know the WSP spent nearly $$100 \, k$ for security and planning for the Trump Rally last year in Lynden. Whatcom County asked for reimbursement and didn't get any money. Do you know if the WSP asked for reimbursement for the expense? The articles about the costs are below.

http://www.bellinghamherald.com/news/local/article148989564.html

http://www.bellinghamherald.com/news/local/article103825216.html

Kyle Moore Government Media Relations O-360-596-4013 C-360-819-3977

Lofstrom, Diane (WSP)

From: Batiste, John (WSP)

Sent: Tuesday, November 22, 2016 10:12 PM

To: Maki, Bob (WSP)

Subject: Fw: Nov 8 Federal Election Recap; 2017 brings Trump Admin, GOP-led 115th Congress

Attachments: FFIS Past Proposals Could Foreshadow Changes to Come.pdf

FYI

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Ricketts, Sam (GOV) <Sam.Ricketts@gov.wa.gov>

Sent: Tuesday, November 22, 2016 12:17 **To:** GOV dl State Agency Federal Affairs Contacts

Cc: OFM dl BUDGET; OFM dl Policy

Subject: RE: Nov 8 Federal Election Recap; 2017 brings Trump Admin, GOP-led 115th Congress

State Agency Fed Affairs Contacts - Thank you to those who have provided items for our office's attention during the final 2.5 months of the Obama Administration. If others have issues on which our office might be of assistance, working with the Washington Congressional Delegation and directly with federal agencies, please be in touch ASAP.

Additionally, Congress will return to session next week to conclude its work for 2016. This includes passing a CR before Dec 9 to fund the federal government into 2017 (likely thru March, <u>as reported</u>), and potential consideration of the 2017 <u>National Defense Authorization Act</u>, <u>Water Resources Development Act</u>, <u>21st Century Cures Act</u>, <u>energy legislation</u>, and other bills. Our office and state agencies continue to track and advocate for key state priorities that are a part of some of these bills. Please let me know if you have any questions, or matters for our attention and potential assistance, as the 114th Congress concludes its work.

Also, thanks to those of you who have been in touch about priority issues of concern heading into 2017, the Trump Administration, and the 115th Congress. As you all continue to examine potential liabilities, and opportunities, in federal legislative, fiscal and regulatory policymaking, the following materials may be instructive. I will be in touch soon with a standardized template for us to use to compile, and prioritize, the State of Washington's 2017 federal priorities.

FFIS: Past Proposals Could Foreshadow Changes to Come (attached)

The outcome of the presidential election increases the likelihood that next year will bring big changes to state grant programs. Meanwhile, the House budget committee has released a series of budget documents in recent years that recommend precedent-setting changes to some grants. This *Budget Brief* uses these documents to flag proposals that could gain currency in the coming months and years.

A Message from President-Elect Donald J. Trump (YouTube)

The President-elect shares an update on the Presidential Transition, an outline of some of his policy plans for the first 100 days, and his day one executive actions.

How Hard (or Easy) Will it be for Trump to Fulfill his 100-day Plan? (NY Times)

President-elect Donald J. Trump released a plan last month outlining the priorities for his administration, many of which were repeated at most of his campaign rallies and events. He can accomplish some of his promises entirely on his own, but others require Congress or pose other significant obstacles.

Donald Trumps Win Opens the Door for Paul Ryan's Vision for America (Vox)

Donald Trump has won the White House. But it's Republicans who have won Congress, and it's House Speaker Paul Ryan who, in practice, leads those Republicans. And so for all the effort being made to diving what Trump really, truly thinks, the reality is that it may matter less than what Ryan thinks - and that's a question we already know the answer to.

Please be in touch with any questions.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362 www.governor.wa.gov | sam.ricketts@gov.wa.gov

From: Ricketts, Sam (GOV)

Sent: Monday, November 14, 2016 4:50 PM **To:** GOV dl State Agency Federal Affairs Contacts **Cc:** GOV dist Policy and Legislative; OFM dl BUDGET

Subject: Nov 8 Federal Election Recap; 2017 brings Trump Admin, GOP-led 115th Congress

Dear State Agency Federal Affairs Leads -

As you have seen, last week Donald J. Trump was elected as the 45th President of the United States, and is now with his transition team working to set up the federal executive branch administration that will take office January 20, 2017. In the U.S. Senate, Democrats gained 2 seats on net, and the GOP will hold a 52-48 majority in that chamber, come January. The GOP will retain a healthy majority in the House. Amongst the Washington Congressional Delegation, Senator Murray and 9 House members all won reelection, Senator Cantwell remains in the Senate, and State Senator Pramila Jayapal won election as the next Democratic Congresswoman for Washington's seventh district. Finally, among governors' offices around the country, the GOP picked up a net 2 seats.

Moving forward this Fall, please be in touch with me **ASAP** if there are pressing items that your agency would like to see approved by our federal partners before the close of the Obama Administration on Jan 20. (Cabinet and Small-Cabinet Agency Directors have been asked to produce the same, so many of you may be working on this.)

Additionally, in the coming weeks I would ask that your agencies consider the vulnerabilities to, and potential opportunities for, your agency and its work amidst the policy agendas of the incoming Trump Administration and the GOP-led House and Senate that will form the 115th Congress. This includes an examination of the President-Elect's campaign policy platforms, and his announced <u>agenda</u> for the first 100 days, as well as a consideration of legislative, regulatory and fiscal proposals that have been brought forward, especially by GOP members of Congress, in recent years. (Many of you will already have items that spring immediately to mind, for defense or offense.) In the coming weeks I will share a template through we will compile and then prioritize top items for 2017-18.

In the meantime, please let me know if you have any questions about the year-end work of the Obama Admin and the 114th Congress, the presidential transition and the incoming Congress, or other issues. Thank you.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362

www.governor.wa.gov | sam.ricketts@gov.wa.gov

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Federal Funds Information for States

444 NORTH CAPITOL STREET, NW SUITE 642 WASHINGTON, DC 20001 www.ffis.org

Budget Brief 16-11, November 21, 2016

Past Proposals Could Foreshadow Changes to Come

Marcia Howard • 202-624-5848 • mhoward@ffis.org

Summary

The outcome of the presidential election increases the likelihood that next year will bring big changes to state grant programs. One party will control the administration, House, and Senate, increasing the likelihood that legislation will move through the legislative process and to the president's desk.

Any legislation will be informed by past efforts. Specifically, the House budget committee has released a series of budget documents that recommend precedent-setting changes to state grant programs. More recently, the speaker of the House released six policy reform documents, two of which focus on health care and poverty. Both have implications for grant programs.

The following themes are prominent in these recommendations:

- Controlling entitlement spending
- Eliminating and consolidating programs
- Measuring results
- Trading flexibility for funding
- Focusing on work and employment

This *Budget Brief* uses these documents to flag proposals that could gain currency in the coming months and years. It focuses on policies that would have the biggest impact on state and local governments.

Reconciliation **Proposals**

The Senate can filibuster legislation, and 60 votes are required to shut down a filibuster. This prevents many proposals from moving through the Senate. However, a process known as "reconciliation" provides an expedited procedure to consider mandatory and tax legislation, with no allowance for filibuster and limited opportunity for amendment.

Analysts have identified two areas where reconciliation may be used in 2017:

- 1. Repealing and replacing the Affordable Care Act (ACA)
- 2. Implementing tax reform and possibly an infrastructure program

Media reports suggest that the House might resurrect its fiscal year (FY) 2017 budget resolution (which never made it to the House floor last spring), and amend it to accommodate reconciliation instructions to repeal the ACA. That would allow the FY 2018 budget resolution to address tax reform.

Repealing and Replacing ACA

Congress most recently used reconciliation to repeal portions of the ACA in late 2015, but the bill was vetoed. Repealing and replacing the ACA is reportedly a top priority for the new Congress and administration, but few details are currently available. The repeal and replace will likely move in tandem, and some parts of the ACA may be retained. Moreover, a transition period will be part of any legislation.

Previous proposals shed light on the types of reforms that might be considered. For example, last year's reconciliation bill to repeal the ACA (<u>H.R.</u> 3762) eliminated the following:

- Prevention and Public Health Fund
- premium assistance tax credit and cost-sharing reductions
- penalties for failing to comply with the individual and employer mandates
- Medicaid expansion
- reductions in Medicaid disproportionate share hospital (DSH) payments
- various taxes and fees

Moreover, health reform proposals from the speaker of the House (described in a subsequent section) provide insight into a possible replacement.

Tax Reform/ Infrastructure Investment

No details have been released on what tax reform might look like; speculation is that Congress will use tax policy to help finance infrastructure investments. Proposals could include new tax credits and other incentives to spur privately funded infrastructure improvements, while reducing other tax credits and "loopholes" to increase the federal resources available for infrastructure investment and other tax changes.

Ironically, some analysts believe the federal tax exemption for interest on municipal bonds (which fund public infrastructure) could be at risk in this exercise, even as an increased private investment in infrastructure is pursued.

Other Recurring Proposals

While budget resolutions do not include specific policy recommendations, they often are accompanied by reports and other documents that spell out the changes being sought. That has been true over the last several years, and many of the proposals have been recurring.

The following sections describe the policies implicit or explicit in recent House budget resolutions. (For more detail on some of these proposals, see <u>Budget</u> <u>Brief 12-03</u>, <u>Budget Brief 15-03</u>, and <u>Budget Brief 15-08</u>.) Table 1 at the end of this brief lists the FY 2016 funding associated with some of the programs identified in major policy proposals.

Mandatory

Several mandatory proposals have been released over the years. Those with the largest potential impact involve Medicaid and the Supplemental Nutrition Assistance Program (SNAP). These are described in more detail below. The next table lists past proposals that would affect mandatory grant programs.

| Mandatory Spending Proposals in Past House Budget Resolutions | | | | |
|---|--|--|--|--|
| Agriculture | -Reduce fixed payments to farmers | | | |
| | -End "open-ended" nature of crop insurance | | | |
| Education | -Reduce Pell grant eligibility and freeze awards | | | |
| Health | -Repeal ACA Prevention and Public Health Fund | | | |
| | -Repeal ACA, including Medicaid expansion | | | |
| | -Convert Medicare to premium support; other reforms | | | |
| | -Reform medical liability insurance | | | |
| | -Convert Medicaid to "State Flexibility Fund" | | | |
| | -Apply work requirements to Medicaid | | | |
| | -Convert Medicare and Medicaid DSH payments into a single flexibility fund | | | |
| | -Reform Medicaid eligibility to eliminate waste, fraud, and abuse | | | |
| | -Reform section 1115 Medicaid waiver process | | | |
| | -Reduce Medicaid provider tax threshold | | | |
| | -Eliminate ACA's enhanced matching rate for Children's Health | | | |
| | Insurance Program (CHIP) | | | |
| Nutrition | -Convert SNAP to "State Flexibility Fund" | | | |
| | -Eliminate SNAP's broad-based categorical eligibility | | | |
| | -Restrict eligibility for SNAP via Low Income Home Energy | | | |
| | Assistance Program (LIHEAP) | | | |
| | -Shift SNAP outreach funding to job-training programs | | | |
| TANF/Human | -Strengthen work requirements under Temporary Assistance for | | | |
| Services | Needy Families (TANF); allow pilot projects for work-based reforms | | | |
| | -Eliminate the Social Services Block Grant (SSBG) | | | |
| | -Increase state flexibility in child welfare, including privatization | | | |
| | -Modernize Child Support Enforcement (increase user fee for non- | | | |
| | TANF families, modify matching rate and incentive program) | | | |
| | -Reform Supplemental Security Income | | | |
| Transportation | -Pilot transportation program whereby states would opt out of | | | |
| | federal taxes and spending | | | |
| | -Align trust fund spending with revenues | | | |
| | 0 3 and 1 an | | | |

Medicaid. Major reforms to Medicaid will likely be considered; whether the reforms will be part of the ACA "repeal and replace" proposal remains uncertain. Some of the recent proposals provide states the option of choosing a block grant or a per capita cap. Most proposals have provided a general framework and not specific design features. Alternative financing reform proposals are summarized in the next table.

Medicaid Financing Proposals

Block grant

- fixed, state-specific allotments
- indexing mechanism
- state flexibility
- maintenance-of-effort (MOE) requirement
- no matching requirement

Per capita caps

- per enrollee limits on federal payments
- indexing mechanism
- states pay for spending above cap
- state flexibility

Capped allotments

- cap on federal contribution
- state-specific allotments
- federal matching funds provided up to cap
- similar to CHIP

Shared savings

- maintains Federal Medical Assistance Percentage (FMAP), establishes per enrollee spending targets
- states with lower per capita costs share in savings
- states above cost trend pay a higher share of costs

SNAP. Reforming SNAP may also be a priority. Past House reconciliation proposals have included a variety of proposed changes, ranging from restricting outreach and automatic enrollment to converting the entire program to a block grant, as described below.

SNAP Reform Proposals

Block grant

- allotment tailored for each state's low-income population
- states must meet work targets and program integrity requirements

Work requirements

• eliminate waivers from work requirements

Eligibility determinations

- eliminate broad-based categorical eligibility
- restrict eligibility for SNAP via LIHEAP

Account balances

• Limit SNAP account balances to three months' worth of benefits

Discretionary

The table below summarizes proposals for discretionary programs that have appeared once or more in House budget resolution materials. Discretionary programs can be changed through reauthorization or through the appropriations process.

| Discretion | ary Spending Proposals in Past House Budget Resolutions |
|-------------------|--|
| Commerce | -Eliminate Economic Development Administration |
| | -Eliminate Hollings Manufacturing Extension Program and Advanced |
| | Manufacturing Technology Consortia |
| Disaster Relief | -Include under Budget Control Act (BCA) discretionary spending caps |
| Education | -Eliminate "unsuccessful and duplicative" K-12 programs |
| | -Prioritize Individuals with Disabilities Education Act (IDEA) funding |
| | -Eliminate Institute of Museum and Library Services |
| | -Eliminate funding for National Endowment for the Arts, National |
| | Endowment for the Humanities, Corporation for Public |
| | Broadcasting, and Corporation for National and Community Service |
| Environment | -Reduce EPA funding |
| Early Childhood | -Phase out or reform ineffective early childhood programs, such as |
| | Head Start |
| Homeland Security | -Provide Urban Areas Security Initiative (UASI) grants to fewer cities |
| | -Reform Federal Emergency Management Administration (FEMA) |
| | state and local programs |
| | -Reform disaster relief to update eligibility indicators, cost-share |
| | levels, and waivers |
| | -Eliminate or consolidate Intercity Passenger Rail Grant Program |
| | and Intercity Bus Security Grant Program |
| | -Eliminate Emergency Food and Shelter National Board Program (EFS) |
| Housing and Urban | -Reform Community Development Block Grant (CDBG) to introduce |
| Development | poverty element and exclude communities with high average |
| | incomes |
| | -Reform housing programs |
| Justice | -Consolidate grant programs |
| Labor | -Further consolidate job training programs |
| Transportation | -Eliminate Transportation Investment Generating Economic |
| | Recovery (TIGER) grants |
| | -Eliminate high-speed rail funding |
| | -Phase out Capital Investment Grants (CIG) |

Other

Past budget resolutions have included other proposals, such as changes to the federal budget process, as described below.

Other Proposals in Past House Budget Resolutions

Budget Process

- -New point of order for long-term spending increases
- -Forbid offsetting new mandatory spending with tax increases
- -New point of order against advance appropriations
- -Long-term projections beyond current 10-year window
- -Reform baseline estimates to omit inflation
- -Implement dynamic scoring
- -Regular congressional review of mandatory programs
- -Rescind unobligated balances
- -Require authorizing committees to annually identify programs that are "duplicative, wasteful, outmoded, or excessively expensive for the benefits received"

Task Force Reports

In addition to past budget resolutions, the speaker of the House released six task force reports that provide a broad framework for addressing:

- 1. The Constitution
- 2. The economy
- 3. National security
- 4. Tax reform
- 5. Poverty
- 6. Health care

Collectively titled, <u>A Better Way</u>, these reports are broad policy documents rather than specific proposals, although some specifics are included. FFIS focused on the two reports that address state grant programs. Table 2 and Table 3 summarize the task force proposals related to poverty and health.

Next Steps

A continuing resolution (CR) is currently in force for FY 2017, but will expire on December 9. Recent reports indicate that congressional leadership will pursue another CR that extends through March 31, 2017. This will delay final FY 2017 appropriations until a new administration is sworn in, and could allow a reconciliation package to move as part of the FY 2017 budget process.

To say that much remains uncertain is an understatement, but it seems clear that big changes for state grants programs could be in store. FFIS will continue to monitor and report on budget developments as the FY 2017 process proceeds and plans for FY 2018 begin to take shape.

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Table 1

Funding Associated with Programs Identified in Recent House Budget Proposals

(dollars in millions)

| Program | FY 2016 Estimate |
|--|------------------|
| Agriculture | |
| SNAP Benefits | \$70,124 |
| SNAP Adminitrative Costs | 5,085 |
| Commerce | |
| Economic Development Assistance Programs | 365 |
| Education | |
| Federal K-12 Grants | 41,473 |
| Environmental Protection Agency | |
| State and Tribal Assistance Grants | 3,768 |
| Health and Human Services | |
| Grants to States for Medicaid | 367,229 |
| Social Services Block Grant | 1,771 |
| Head Start | 9,168 |
| Homeland Security | |
| State and Local Programs | 2,730 |
| Emergency Food and Shelter | 121 |
| Housing and Urban Development | |
| Community Development Block Grant | 3,000 |
| Justice | |
| State and Local Law Enforcement Assistance | 1,281 |
| Labor | |
| Training and Employment Services Grants | 2,844 |
| Transportation | |
| Capital Assistance for High Speed Rail Corridors | 2,065 |
| Capital Investment Grants | 2,177 |
| Other Independent Agencies | |
| Corporation for Public Broadcasting | 485 |
| National Endowments for the Arts | 49 |
| Office of Museum and Library Services: Grants and Administration | 213 |
| Operating Expense, Corp. for National and Community Services | 280 |

Source: Office of Management and Budget, FFIS Database

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A Better Way Anti-Poverty Proposals

| Туре | Proposal |
|---------------|--|
| Recipients | -Reauthorize TANF to strengthen work requirements |
| | -Better connect child support enforcement to workforce development |
| | -Use waivers to get unemployment insurance (UI) to target effective |
| | reemployment strategies |
| | -Reform Supplemental Security Income (SSI) to focus on needed services in lieu of |
| | cash assistance |
| | -Require work for work-capable SNAP adults |
| | -Align housing benefits with TANF benefits for all work-capable recipients |
| Incentives | -Remove incentives for states to enroll people in solely federally funded programs |
| | -Provide state flexibility in exchange for greater accountability |
| | -Reform federal matching rates to encourage automation and coordination, and |
| | providing more services initially |
| | -Enhance the portability of housing vouchers |
| | -Consolidate or streamline overlapping or duplicative programs |
| Results | -Create a culture of evidence-based policymaking |
| | -Require social programs to use a three-tiered funding model to build evidence |
| | -Develop and implement common metrics (pay-for-outcomes) |
| | -Base funding on evaluation and results |
| | -Expand data availability |
| | -Implement Social Impact Financing (SIF) |
| Targeting | -Use better information technology to align program data and reduce error rates |
| Workforce | -Support research into pre-K services that work |
| | -Re-examine 45 overlapping or duplicative early childhood programs |
| | -Include faith-based programs in array of options for parents |
| At-Risk Youth | -Better training to understand needs of at-risk youth |
| | -Hold states accountable for meeting grant requirements |
| | -Allow state and local innovation |
| | -Expand state and local educational choice |
| Technical Ed | -Allow flexibility in how states spend federal funds |
| | -Streamline duplicative reporting requirements |
| | -Align spending with in-demand jobs |
| | -Restrict federal involvement |
| Higher Ed | -Improve information about schools and financial aid options |
| | -Simplify and improve financial aid |
| | -Reduce federal red tape and support innovation (e.g., online learning) |
| | -Repeal unnecessary federal reporting requirements |
| Nutrition | -Update one-size-fits-all nutrition requirements |
| | -Provide more flexibility for summer meals and reduce red tape |
| | -Explore new delivery methods |
| Retirement | -Prevent taxpayer bailout of Pension Benefit Guarantee Corporation |
| | -Ensure plans are well-funded and employers stay in system |
| | -Protect access to retirement advice |
| | -Improve ability of employers to band together to offer 401(k)s |
| | -Reduce red tape |
| Banking | -Change focus from compliance and regulation to expanding new credit |

Source: A Better Way, June 7, 2016

A Better Way Health Proposals

| Туре | Proposal |
|---------------------------|---|
| Health Care Reform | -Repeal ACA |
| | -Expand health savings account |
| | -Make support for coverage portable |
| | -Cap tax exclusion on employer-sponsored insurance for most generous plans |
| | (includes cost-of-living adjustments) |
| | -Allow purchasing across state lines |
| | -Expand opportunities for pooling for small businesses and voluntary |
| | organizations |
| | -Preserve employee wellness programs |
| | -Protect employers' flexibility for self-insurance |
| | -Reform medical liability system |
| | -Maintain pre-existing condition protections |
| | -Maintain provision to allow dependents up to age 26 to stay on parents' plan |
| | -Implement various coverage protections |
| | -Set default age-rating ratio for premium adjustments at five-to-one, allow states |
| | flexibility to modify |
| | -Provide \$25 billion for State Innovation Grants for developing effective reforms |
| | that make health care more affordable and accessible |
| | -Provide \$25 billion for high-risk pools |
| Medicaid | -Eliminate open-ended entitlement by giving states option of per capita allotment |
| | or block grant |
| | Per capita allotment: |
| | states draw down funds based on FMAP |
| | cap provided for four major groups (aged, blind and disabled, children, |
| | and adults), and adjusted for inflation; certain categories of spending (such |
| | as DSH payments) would be excluded |
| | phases down enhanced FMAP for expansion adult population to regular |
| | FMAP; maintains CHIP (eliminates ACA matching rate increase) |
| | increases state flexibility |
| | modernizes waiver process |
| | Block grant: maximum flexibility |
| Medicare | Several reforms including premium support and structural changes |
| Other | Repeal the Center for Medicare and Medicaid Innovation |

Source: A Better Way, June 22, 2016

To: Aschenbrenner, Susan (WSP) Subject: FW: Trump Visit to Lynden

Date: Thursday, September 01, 2016 11:21:00 AM

Just so you are aware of this request.

From: Mead, Ron (WSP) Sent: Thursday, September 01, 2016 11:08 AM To: TAR Support Cc: Maki, Bob (WSP) Subject: Trump Visit to Lynden

I need to know (unfortunately at your earliest opportunity) if we paid any shift adjustment for the RDF deployment related to Trump's first visit on May 7th. The TAS tracking code for that visit was TRUMP16. Thanks!

Captain Ron Mead, #22 Washington State Patrol District 2 Commander 2803 156th Ave SE Bellevue, WA 98007 425-401-7701 (Office) 425-401-7840 (Fax) 423-401-7640 (TaX)
Ron.Mead@wsp.wa.gov <mailto:Ron.Mead@wsp.wa.gov>
www.wsp.wa.gov <http://www.wsp.wa.gov/>
Twitter: @wspd2pio
"Service with Humility" To: Maki, Bob (WSP)

Cc: Mead, Ron (WSP); Salsman, Nancy (WSP); Nashleanas, Eileen (WSP); Sanford, Kendra (WSP)

Subject: RDF/Project Code for Campaign Details

Date: Thursday, June 02, 2016 11:14:59 AM

Bob:

We are starting to see vouchers come in for FOB funding to cover expenses related to Donald Trump's recent visit using a TRUMP16 tracking code that was apparently crafted out of thin air.

Can we approve a tracking code to allow tracking for this campaign season—I don't know what was used in 2012, but I don't see why we couldn't use something like PRES2016 to capture activities from any of the candidates.

Thank you-

Captain Timothy D. Coley #29 Field Operations Headquarters O: 360-596-4131 (11131) BB: 360-507-7565

www.TrooperStories.com http://www.TrooperStories.com

Lofstrom, Diane (WSP)

From: Maki, Bob (WSP)

Sent: Monday, March 27, 2017 12:33 PM

To: Ricketts, Sam (GOV)

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Ok Sam: We'll take a look.

I assume you just want us to resubmit any for which we can come up with the data.

Resp, Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) [mailto:Sam.Ricketts@gov.wa.gov]

Sent: Monday, March 27, 2017 11:08 AM

To: Maki, Bob (WSP)

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Thanks, Bob. But do we have any actual requests for these programs? These docs just list prior-year funding.

Congress appropriates funding for each federal program, but not each state's share. So the first column - overall federal program request - should include the amount we want to see for the entirety of the federal program. Obviously, this should be enough to ensure our state's desired funding amount from this program next year (which should be listed in the second column). If the latter number is not yet known, that's ok to be left blank.

The most important part of this document is the number in the left-hand column under "state's request."

If you can pull these numbers to insert, please do. If not, disregard the exercise. Sorry for any confusion.

From: Maki, Bob (WSP) [mailto:Bob.Maki@wsp.wa.gov]

Sent: Tuesday, March 21, 2017 1:08 PM

To: Ricketts, Sam (GOV)

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Sam:

Here they are in individual Word documents.

Resp,

Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) [mailto:Sam.Ricketts@gov.wa.gov]

Sent: Tuesday, March 21, 2017 6:21 AM

To: Maki, Bob (WSP)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason (WSP); Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Thanks, Bob. Can you send in word format?

From: Maki, Bob (WSP) [mailto:Bob.Maki@wsp.wa.gov]

Sent: Monday, March 20, 2017 5:02 PM

To: Ricketts, Sam (GOV)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason; Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Mr. Ricketts:

Attached are nine (09) federal appropriations requests for the Washington State Patrol (WSP). They are all for federal grant programs which provide critical funding to our agency and, in some cases, where we pass through funds to local jurisdictions.

If you have any questions, please do not hesitate to call or e-mail me.

Resp, Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) < Sam.Ricketts@gov.wa.gov>

Sent: Wednesday, March 8, 2017 1:37 PM

To: GOV dl State Agency Federal Affairs Contacts

Cc: OFM dl Policy; OFM dl BUDGET

Subject: ACTION NEEDED: Federal FY18 appropriations requests

State Agency Federal Affairs Lead Contacts – With the White House set to release a slimmed-down version of the President's annual budget request to Congress, next week, it is once again time to prepare our state's priority appropriations requests for submission to Congress and our state's Delegation. This is especially important this year, given the new Administration's and Congress' appetite for budget cuts.

As you've surely seen, the White House late last month unveiled some key details about President Trump's forthcoming federal fiscal year 2018 (FFY18) budget request. Namely, it was made clear that the White House would seek a \$54 billion increase in defense spending, to be offset by a \$54b reduction other domestic discretionary programs - in particular at the EPA and State Department, but possibly also in education, anti-poverty and other programs. Of note, its been recently reported that the White House budget request would decrease funding for the Coast Guard and TSA in order to help pay for Trump's proposed border wall. The rumored reductions to certain program have alarmed many of us. However, we won't have the President's actual final proposal until next week, and Congress will surely have its own say as it takes up appropriations.

Action needed: I would like to ask each of your agencies to prepare a FFY18 appropriations request sheet for each of your highest-priority programs that are funded through congressional appropriations. Attached please find a template for your use in crafting these requests, as well as an example document from last year, using the federal Pacific Coast Salmon Recovery Fund (PCSRF) as an example. Please send your requests back to me by COB Monday, March 20. Many of your agencies engaged in this exercise last year, and can utilize some of the same materials you prepared then. Please let me know if you have any questions or require assistance.

Also attached, for your reference and info, is a recent FFIS report outlining some of the proposed reductions in federal funding, being contemplated by the Administration and Congress, and their potential impacts on states.

As a reminder, FFY18 begins on October 1, 2017. Before then, and before April 28, 2017, Congress will need to pass another Continuing Resolution – or "CR" – to extend funding through September. Significant funding reductions and changes are not expected for the vast majority of programs, in this year.

Please let me know if you have any questions or require any assistance in preparing federal funding requests.

Thanks.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362

www.governor.wa.gov | sam.ricketts@gov.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.











To: <u>Coley, Tim (WSP)</u>

Subject: RE: RDF/Project Code for Campaign Details

Date: Thursday, June 02, 2016 4:23:00 PM

Tim:

We don't establish TAS tracking codes without a specific request from a program to track their hours. In this case, the D7 area TAS tracking code Trump16 was requested by Sgt. Lucas Brandon and 16Trump requested by Captain Jeff Otis for use in Spokane. We then rely on the program staff asking for the code to be set up to communicate it to their affected staff (unless its agency-wide like March Point demonstrations then we send a DB). I think that communication broke down somewhere regarding use of the TAS tracking codes for travel claims for TRUMP. I am having my travel staff reject the travel claims which are improperly coded to TRUMP as it is not a valid budget code.

Concerning your request, we can certainly set up an agency-wide "PRES2016" or something similar for campaign event security. it does bring up a larger issue that I would like to discuss with you - who in FOB should have authority to set up these TAS tracking codes. It this case, both of these individuals were authorized to set up these codes and did so, but apparently didn't communicate the purpose/use to affected parties nor to FOB HQ (I'm speculating a bit).

Anyways, who should have authority to ask TAR Support to set these up. Interested in your thoughts. I am on a/l tomorrow, but can talk next Monday.

Resp, Bob

From: Coley, Tim (WSP)

Sent: Thursday, June 02, 2016 11:15 AM

To: Maki, Bob (WSP)

Cc: Mead, Ron (WSP); Salsman, Nancy (WSP); Nashleanas, Eileen (WSP); Sanford, Kendra (WSP)

Subject: RDF/Project Code for Campaign Details

Bob:

We are starting to see vouchers come in for FOB funding to cover expenses related to Donald Trump's recent visit using a TRUMP16 tracking code that was apparently crafted out of thin air.

Can we approve a tracking code to allow tracking for this campaign season—I don't know what was used in 2012, but I don't see why we couldn't use something like PRES2016 to capture activities from any of the candidates.

Thank you-

Captain Timothy D. Coley #29 Field Operations Headquarters O: 360-596-4131 (11131) BB: 360-507-7565

www.TrooperStories.com http://www.TrooperStories.com

| | 1 | | WSP Agreement No | <u> </u> | |
|---|---------------|--------|---|---|-------------------|
| WASHINGTON STATE PATROL WSP Academy Facility Use Agreement | | | C130098GSC | | |
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| | | | Other Agreement N | 0. | |
| This Associated with the state of the state | | | | | |
| This Agreement is between the State of | Washington, V | /Vasi | nington State Patrol a | and the Organization ide | entified below. |
| ORGANIZATION NAME | | | | | |
| United States Air Force | | | y | | |
| Organization Location Address | | | Organization Billing | Address (if different from lo | cation address) |
| 627 Security Forces Squadron Bldg 569 13 th St | | | | | |
| JBLM-McChord Field WA 98438 | | | | | |
| Organization Contact Name | | - | Organization Contac | t Tolophono | |
| Mr. Lance R. Norgard | | | (253) 982-0137 | it relephone | |
| Organization Contact Fax | | | Organization Contact E-mail Address | | |
| (253) 982-2609 | | | lance.norgard@us.af.mil | | |
| | WSP Cor | ntact | Information | | * |
| WSP Project Manager Name and Title | | | P Project Manager A | | |
| Corporal Travis Austin | | | SP Training Academy | | |
| WSP Training Division | 1 | | 1 W Dayton-Airport Road | | |
| 7.1.1 | | She | elton WA 98584-89 | | |
| Telephone (360) 432-7525 | Fax | 7G 40 | | E-mail Address | 10 movi |
| WSP Administrative Contact Name and Tit | (360) 432-7 | 042 | | travis.austin@wsp.w ve Contact Address | a.gov |
| Mr. Jeff Hugdahl | ie. | | PO Box 42602 | ve Contact Address | |
| Grants and Contracts Manager | | | Olympia WA 9850 | 04-2602 | |
| Telephone | Fax | | Olympia W/ Cook | E-mail Address | |
| (360) 596-4052 | (360) 596-4 | 1077 | , | jeff.hugdahl@wsp.w | a.gov |
| | | | | , , , | |
| Agreement Start Date | | _ | reement End Date | | |
| August 26, 2012 | | | gust 25, 2017 | . A | |
| ATTACHMENTS. The following Exhibits ar - General Terms and Conditions | e attached to | and | incorporated into this | s Agreement by referen | ce: |
| - Exhibit A, Facility Use Regulations | | | | | |
| - Exhibit B, Individual Release of Civ | | Inde | emnity Agreement | | |
| - Exhibit C, Insurance Requirements | | | , | , | |
| This Agreement, including the attached | | | | | |
| contains all of the terms and conditions ag | | | | | |
| otherwise, regarding the subject matter of signing below warrant that they have rea | | | | | |
| Agreement. | d and under | starii | u tilis Agreement an | d have the authority to | o enter into this |
| FOR THE WASHINGTON STATE PATRO | L: | | FOR THE ORGAN | IZATION: | |
| WSP Signature | Date | | Organization Signa | ture | Date |
| (11 m 11 | | | 11 211 | - | 1 445 7019 |
| fly 12. logh | 7/7/12 | • | Hohel 9. Jos | 4 | 2012 |
| FOR: John R. Batiste, Chief | | | Printed Name and | Title | |
| | | | DARGOTE | 10 / | 1-11-11 |
| 1 == 11 = 11 = 11 = 11 | | | MUDERI E. | LENTZ / CONTR | PENET |

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- **4. Insurance Requirements for EVOC Use.** If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, *Insurance Requirements for EVOC Use.*
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- **13. Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- **15. Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- **19. Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- I. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

RELEASE OF CIVIL CLAIMS AND INDEMNITY AGREEMENT

For and in consideration of being permitted to use Washington State Patrol facilities at the Washington State Patrol Academy in Shelton, Washington State; and understanding I am in no way an employee or agent of the Washington State Patrol; (Please print your full name) for myself, my heirs, assigns or other successors in interest, do hereby release and forever discharge the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may cause injury to me or which may otherwise arise as a result of my being a permissive user of Washington State Patrol facilities, and I do hereby waive any claim against the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments for personal injuries, loss of service, or medical expenses of whatever nature which might arise during or as a result of my being a permissive user of Washington State Patrol facilities. Furthermore, I do agree that I will forever protect, defend, hold harmless and indemnify the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments against any and all claims for damages, judgments, or liabilities by third persons that may occur as a direct or indirect result of my using Washington State Patrol facilities, including those resulting directly or indirectly from my acts or omissions, from the indemnitee's acts or omissions, or any combination thereof. Signed: Witness:

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

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|--|---------------|-------------------|--|---------------------------------|----------------|--|
| WASHINGTON STATE PATROL WSP Academy Facility Use Agreement | | WSP Agreement No. | | | | |
| | | C141295GSC , | | | | |
| | | 4 | Other Agreement No. | | | |
| This Agreement is between the State of | Washington, \ | Wash | nington State Patrol a | nd the Organization ider | tified below. | |
| ORGANIZATION NAME | - | | 8 3 8 | 9. | | |
| Department of Homeland Security, | Federal Pr | otec | tive Service | | × | |
| Organization Location Address | T COCIGIT IS | | | Address (if different from loca | ation address) | |
| Federal Protective Services | | p g | , and a second s | | | |
| 32125 32 nd Ave S. | | 9 | | | | |
| Federal Way WA 98001 | | - | | | | |
| | | 37 B | Organization Contact Telephone 253-815-4710 | | | |
| Organization Contact Fax | | | Organization Contac | | - B | |
| (253) 815-4739 | | | Ryan.J.Angeles@h | nq.dhs.gov | | |
| The state of the s | WSP Cor | | Information | | | |
| WSP Project Manager Name and Title | | | SP Project Manager Address | | | |
| Lieutenant Timothy D. Coley | ű. | | SP Training Academy | | | |
| WSP Training Division | 278 | | 1 W Dayton-Airport Road nelton WA 98584-8945 | | | |
| Telephone | Fax | SHE | SILOTI VVA 90004-00- | E-mail Address | | |
| (360) 432-7502 | (360) 432-7 | 7642 | 6.5 | tim.coley@wsp.wa.go | nV | |
| WSP Administrative Contact Name and Tit | | | WSP Administrative Contact Address | | | |
| Ms. Rebecca Kirby | | 10 | PO Box 42602 | | | |
| Contracts Specialist | | | Olympia WA 9850 | 04-2602 | 5 | |
| Telephone | Fax | | | E-mail Address | | |
| (360) 596-4071 | (360) 596-407 | | 77 Rebecca.kirby@wsp.wa.go | | wa.gov | |
| Agreement Start Date | | Agr | eement End Date | | | |
| DOE | | | /30/2019 | | | |
| ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: | | | | 2" | | |
| - General Terms and Conditions | e attached to | ana | moorporated into time | Agreement by release. | | |
| - Exhibit A, Facility Use Regulations | ĺ. | | 8 0 N | | | |
| Exhibit B, Individual Release of Civen | | | mnity Agreement | V 4 | | |
| - Exhibit C, Insurance Requirements | | | · · · · · · · · · · · · · · · · · · · | 1 2 2 | | |
| This Agreement, including the attached | | | | | | |
| contains all of the terms and conditions ago otherwise, regarding the subject matter of | | | | | | |
| signing below warrant that they have rea | | | | | | |
| Agreement. | | 1 - 1 - | | | 3 1 | |
| FOR THE WASHINGTON STATE PATROL: | | FOR THE ORGANI | The second secon | | | |
| WSP Signature | Date | | Organization Signa | ture | Date | |
| 0 - | 1/19/18 | | 000 | | | |
| | 4/11/1 | | Der | 8 | 11/14/14 | |
| FOR: John R. Batiste, Chief | | 9 | Printed Name and Gabriel R. Russell | litte | 4 | |
| | | | Deputy Regional Di | rector | | |
| | | | Federal Protective | | | |

WSP Academy Facility Use Agreement General Terms and Conditions

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 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
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 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, Insurance Requirements for EVOC Use.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.
 - "Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.
 - "Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- **9. Agreement Alterations and Amendments.** WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 13. Indemnification. The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- Appropriate attire shall be worn at all times.
- No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. , Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- I. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

RELEASE OF CIVIL CLAIMS AND INDEMNITY AGREEMENT

For and in consideration of being permitted to use Washington State Patrol facilities at the Washington State Patrol Academy in Shelton, Washington State; and understanding I am in no way an employee or agent of the Washington State Patrol;

| ,, Gabriel R. Russell, |
|---|
| (Please print your full name) |
| or myself, my heirs, assigns or other successors in interest, do hereby release and |
| orever discharge the Washington State Patrol, the State of Washington, its officers, |
| agents, employees, agencies and departments from any and all liability for all existing |
| and future claims, damages, and causes of action of any nature whatsoever which I |
| may have or which may cause injury to me or which may otherwise arise as a result o |
| ny being a permissive user of Washington State Patrol facilities, and I do hereby waiv |
| any claim against the Washington State Patrol, the State of Washington, its officers, |
| agents, employees, agencies and departments for personal injuries, loss of service, o |
| medical expenses of whatever nature which might arise during or as a result of my |
| peing a permissive user of Washington State Patrol facilities. |
| |
| Furthermore, I do agree that I will forever protect, defend, hold harmless and indemnif |
| |

Furthermore, I do agree that I will forever protect, defend, hold harmless and indemnify the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments against any and all claims for damages, judgments, or liabilities by third persons that may occur as a direct or indirect result of my using Washington State Patrol facilities, including those resulting directly or indirectly from my acts or omissions, from the indemnitee's acts or omissions, or any combination thereof.

| Dated this | MAL | day of _ /\ | beyber | , 20 | (4 |
|------------|-----|-------------|--------|------|----|
| Signed: | Ala | 0 | | | 1 |
| Witness: | MST | | , | | |

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

| 1 | | WSP Agreement No. | | | |
|--|-------------------------------------|--|--|--|--|
| WASHINGTON STATE PATROL | 1 0 | K12157 | | | |
| WSP Academy Facility Use Agreement | 6 | Other Agreement No. | | | |
| Wor Academy Facility Ose Agreement | | Other Agreement No. | | | |
| This Agreement is between the State of Washington, \ | Nashingto | State Patrol and the Organization identified below. | | | |
| ORGANIZATION NAME | J | | | | |
| United States Airforce - 304th Rescue Squa | dron | | | | |
| Organization Location Address | | ion Billing Address (if different from location address) | | | |
| 6801 Cornfoot Road | 3 | | | | |
| Portland OR 97218 | | | | | |
| Organization Contact Name | Organiza | ion Contracts Dept. Contact | | | |
| Major Niul Manske | | | | | |
| Organization Contact Email | Organiza | nization Contracts E-mail | | | |
| Niul.s.manske.mil@mail.mil | _ | 5 | | | |
| Organization Contact Phone | Organiza | ion Contracts Phone | | | |
| 312-638-5436 | 1000 | | | | |
| | ntact Info | | | | |
| WSP Project Manager Name and Title | | ect Manager Address | | | |
| Sergeant Kent Hitchings | | nining Academy | | | |
| WSP Training Division | | ayton-Airport Road | | | |
| | The second second second | WA 98584-8945 | | | |
| Telephone | E-mail Address | | | | |
| (360) 432-7502 | Kent.hitchings@wsp.wa.gov | | | | |
| WSP Administrative Contact Name and Title | WSP Administrative Contact Address | | | | |
| Ms. Karen Cline | PO Box 42602 | | | | |
| Contracts Assistant | Olympia WA 98504-2602 | | | | |
| Telephone | E-mail Address | | | | |
| (360) 596-4073 | 6-4073 Karen.Cline@wsp.wa.gov | | | | |
| Agreement Start Date | Agreem | nt End Date | | | |
| 7/26/2016 | 7/25/20 | | | | |
| ATTACHMENTS. The following Exhibits are attached to | Programme of the second contract of | | | | |
| ⊠ General Terms and Conditions | | green and an arranged and arranged arranged and arranged and arranged and arranged arranged and arranged arr | | | |
| | | | | | |
| ⊠ Exhibit B, Insurance Requirements for EVOC Use | Э | | | | |
| This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, | | | | | |
| contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or | | | | | |
| otherwise, regarding the subject matter of this Agreei | ment shal | be deemed to exist or bind the parties. The parties | | | |
| signing below warrant that they have read and understand this Agreement and have the authority to enter into this | | | | | |
| Agreement. | | | | | |
| FOR THE WASHINGTON STATE PATROL: | | R THE ORGANIZATION: | | | |
| WSP Signature Date | Org | anization Signature Date | | | |
| | 111 11 | - 0 M | | | |
| 1/11/201 | Co VI | and V'I amme | | | |
| - mwc) - 1/1 | | 19 July 2016 | | | |
| FOR: John R. Batiste, Chief | | ted Name and Title | | | |
| | | Niul Manske th Rescue Squadron | | | |
| | | apons & Tactics | | | |
| | ,,,, | Aporto di Luction | | | |

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

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- **5. Fees.** The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
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General Terms and Conditions (Continued)

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- d. Do not open classroom windows.

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- e. Bag gloves will be worn to protect hands while hitting punching bags.
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WSP FACILITY USE REGULATIONS (continued)

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- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

WSP Agreement No. WASHINGTON STATE PATROL K12884 WSP Academy Facility Use Agreement Other Agreement No. Pacific Northwest Violent Offender Task Force (PNVOTF) This Agreement is between the State of Washington, Washington State Patrol and the Organization identified below. ORGANIZATION NAME **US Marshal** Organization Location Address Organization Billing Address (if different from location address) 700 Stewart St., Seattle WA 98101 Organization Contact Name Organization Contracts Dept. Contact Deputy US Marshal Vince Byford Organization Contact Email Organization Contracts E-mail Vincent.Byford@usdoj.gov Organization Contact Phone Organization Contracts Phone 503-969-6752 **WSP** Contact Information WSP Project Manager Name and Title WSP Project Manager Address Sergeant Kent Hitchings WSP Training Academy WSP Training Division 631 W Dayton-Airport Road Shelton WA 98584-8945 Telephone E-mail Address (360) 432-7502 Kent.Hitchings@wsp.wa.gov WSP Administrative Contact Name and Title WSP Administrative Contact Address Ms. Karen Cline PO Box 42602 Contracts Assistant Olympia WA 98504-2602 E-mail Address Telephone (360) 596-4073 Karen.Cline@wsp.wa.gov Agreement Start Date Agreement End Date 04/28/2017 04/28/2017 ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: ⊠ General Terms and Conditions This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement. FOR THE WASHINGTON STATE PATROL: FOR THE ORGANIZATION: WSP Signature Date Organization Signature Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNÉY GENERAL 7/3/03

Printed Name and Title

VINCENT

DEPUTY U.S. MARSHAL PNIVOTE TEAM LEADER

ByForD

FOR: John R. Batiste, Chief

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, Insurance Requirements for EVOC Use.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 13. Indemnification. The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor,
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- l. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- I. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

WASHINGTON STATE PATROL WSP Academy Facility Use Agreement

WSP Agreement No.

K12884

Other Agreement No.

Pacific Northwest Violent Offender Task Force (PNVOTF) This Agreement is between the State of Washington, Washington State Patrol and the Organization identified below. ORGANIZATION NAME **US Marshal** Organization Location Address Organization Billing Address (if different from location address) 700 Stewart St., Seattle WA 98101 Organization Contact Name Organization Contracts Dept. Contact Deputy US Marshal Vince Byford Organization Contact Email Organization Contracts E-mail Vincent.Byford@usdoj.gov Organization Contact Phone Organization Contracts Phone 503-969-6752 **WSP Contact Information** WSP Project Manager Name and Title WSP Project Manager Address Sergeant Kent Hitchings WSP Training Academy WSP Training Division 631 W Dayton-Airport Road Shelton WA 98584-8945 Telephone E-mail Address (360) 432-7502 Kent.Hitchings@wsp.wa.gov WSP Administrative Contact Name and Title WSP Administrative Contact Address Ms. Karen Cline PO Box 42602 Olympia WA 98504-2602 Contracts Assistant Telephone E-mail Address (360) 596-4073 Karen.Cline@wsp.wa.gov Agreement Start Date Agreement End Date 04/28/2017 04/28/2017 ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: ⊠ General Terms and Conditions

This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement

| FOR THE WASHINGTON STATE PATROL: | | FOR THE ORGANIZATION: | | |
|----------------------------------|---------|--|---------|--|
| WSP Signature | Date | Organization Signature | Date | |
| Minden | 4/27/17 | Wan | 4.27-17 | |
| FOR: John R. Batiste, Chief | 7 / | Printed Name and Title DEPUTY U.S. MARSHAL PN VOTE TEAM LEADER LEADER LEADER | | |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
 - · The dates/times the facility will be needed
 - · An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, Insurance Requirements for EVOC Use.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

- "WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.
- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal
 and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 13. Indemnification. The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication
 of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45)
 calendar days advance notice of cancellation or non-renewal of any insurance referred to
 herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10)
 days advance notice of cancellation.

| Purchase Requisition | ** COVER PAGE ** | Document Type MR Miscellaneous Pay PR |
|----------------------------|--|---------------------------------------|
| | PR# 11051724 506th EVOC Training 15-16 July 2017 | Document Date 06/27/2017 |
| Requestor DODAAC W91LQB | Delivery Address USP&FOWashington ARNG - Washington Camp Murray, Building 32 TACOMA WA 98430 USA | Delivery Date 07/05/2017 |

POC: DAVID POLKINGHORN

Phone: 253-512-7770

PR Header Text:

506th EVOC Training 15-16 July 2017

POC: SSG Robert Hohosh

| Total Funding: \$8,316.16 | Total Cost: \$8,316.16 | |
|---------------------------|------------------------|----------|
| Name (Print) | Signature | Date |
| Issuer | | |
| Approver | | |
| | | Page 1/2 |

** LINE ITEM INFO ** Document Type Purchase MR Miscellaneous Pay PR Requisition PR# 11051724 Document Date 506th EVOC Training 15-16 July 2017 06/27/2017 ______ Line Item: Material Number: Material Description: 00001 EVOC Training UOM: Total Funding: Quantity: Val. Price/Price Unit EA \$8,316.16 / 1 \$8,316.16 1.000 MPN: POC: DAVID POLKINGHORN Phone: 253-512-7770 Material Text: _______ Delivery Address Delivery Date: 07/05/2017 USP&FO--Washington ARNG - Washington Camp Murray, Building 32 TACOMA WA 98430 CI: 2533 Funds Center: A18WJ | Fund: 206513D17 FA: 113G99VOFS AccAssCat: K Cost Center: 40151380 WBS Element: Plant: USWA Storage Location: Order No.: Tracking No.: Requisitioner: Req. DoDAAC: W91LQB | SRN: W91LQB71780001 IPD: 00 FSC: NAICS: Del. Ind.:

Item Text

WSP Agreement No. K13012 WASHINGTON STATE PATROL WSP Academy Facility Use Agreement Other Agreement No. PO# 4450240581, PR# 11051724 This Agreement is between the State of Washington, Washington State Patrol and the Organization Identified below. ORGANIZATION NAME 506th Military Police Detachment Organization Location Address Organization Billing Address (if different from location address) 2501 Airport Lane, Yakima, WA 98903 BLDG 32, Camp Murray, WA 98430 Organization Contact Name Organization Contracts Dept. Contact James D. Briggs Deirdre Rohr Organization Contracts E-mail Organization Contact Email james.d.briggs2.mil@mail.mil deirdre.a.rohr.civ@mail.mil Organization Contact Phone Organization Contracts Phone (509) 469-4642 (253) 512-8224 WSP Contact Information WSP Project Manager Name and Title WSP Project Manager Address Sergeant Kent Hitchings WSP Training Academy WSP Training Division 631 W Dayton-Airport Road Shelton WA 98584-8945 E-mail Address Telephone (360) 432-7502 Kent.Hitchings@wsp.wa.gov WSP Administrative Contact Name and Title WSP Administrative Contact Address Ms. Karen Cline PO Box 42602 Contracts Assistant Olympia WA 98504-2602 E-mail Address Telephone (360) 596-4073 Karen.Cline@wsp.wa.gov **Agreement Start Date Agreement End Date** July 15, 2017 July 16, 2017 ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: ⊠ General Terms and Conditions ⊠ Exhibit B, Insurance Requirements for EVOC Use This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement. FOR THE WASHINGTON STATE PATROL: FOR THE ORGANIZATION: WSP Signature Date Organization-Signature Date 29 JUN 17 FOR: John R. Batiste, Chief Printed Name-and-Title JAMES D. BRIGGS, LTC, IN, Commanding

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, Insurance Requirements for EVOC Use.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.
 - "Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.
 - "Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- **13. Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Walver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
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- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

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- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
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- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
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WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
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- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

| | WSP Agreement No. | | | |
|--|---|--|--|--|
| WASHINGTON STATE PATROL | K13096 | | | |
| WSP Academy Facility Use Agreement | t Other Agreement No. | | | |
| Wor Academy racinty ose Agreement | Cuter Agreement No. | | | |
| | | | | |
| | Washington State Patrol and the Organization identified below. | | | |
| ORGANIZATION NAME | | | | |
| U.S. Coast Guard - MSST Seattle (91101) | | | | |
| Organization Location Address | Organization Billing Address (if different from location address) | | | |
| 1519 Alaskan Way S, Seattle WA 98134 | | | | |
| Organization Contact Name | Organization Contracts Dept. Contact | | | |
| Elliott A. Felix | Hugo R. Cabrera | | | |
| Organization Contact Email | Organization Contracts E-mail | | | |
| Elliott.A.Felix@uscg.mil | Hugo.R.Cabrera@uscg.mil | | | |
| Organization Contact Phone | Organization Contracts Phone | | | |
| 206-396-3861 | 206-217-6399 | | | |
| | ntact Information | | | |
| WSP Project Manager Name and Title | WSP Project Manager Address | | | |
| Sergeant Kent Hitchings | WSP Training Academy | | | |
| WSP Training Division | 631 W Dayton-Airport Road | | | |
| | Shelton WA 98584-8945 | | | |
| Telephone | E-mail Address | | | |
| (360) 432-7502 | Kent.Hitchings@wsp.wa.gov | | | |
| WSP Administrative Contact Name and Title | NSP Administrative Contact Address | | | |
| Ms. Karen Cline | PO Box 42602 | | | |
| Contracts Assistant | Olympia WA 98504-2602 | | | |
| Telephone | -mail Address | | | |
| (360) 596-4073 | aren.Cline@wsp.wa.gov | | | |
| Agreement Start Date | Agreement End Date | | | |
| September 12, 2017 | eptember 14, 2017 | | | |
| ATTACHMENTS. The following Exhibits are attached to | | | | |
| □ General Terms and Conditions | and incorporated into this Agreement by reference. | | | |
| The state of the second | | | | |
| Exhibit A, Facility Use Regulations | | | | |
| Exhibit B, Insurance Requirements for EVOC Use This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, | | | | |
| contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or | | | | |
| otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties | | | | |
| signing below warrant that they have read and understand this Agreement and have the authority to enter into this | | | | |
| Agreement. | | | | |
| FOR THE WASHINGTON STATE PATROL: | FOR THE ORGANIZATION: | | | |
| WSP Signature Date | Organization Signature Date | | | |
| | 7 / 1 7/21 | | | |
| Jun Ja +/26/1 | 7 Ses Colu 7/24/2017 | | | |
| FOR: John R. Batiste, Chief | Printed Name and Title | | | |
| | Hugo R. Cabrera Jr, SKC | | | |

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 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- **3. Facility Regulations**. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit B, Insurance Requirements for EVOC Use.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.
 - "Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.
 - "Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- **8. Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- **13. Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- I. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

| | MCD Agraement No | | | |
|--|---|--|--|--|
| ¥ | WSP Agreement No. K13433 | | | |
| WASHINGTON STATE PATROL | 0 9 8 8 8 | | | |
| WSP Academy Facility Use Agreemen | t Other Agreement No. | | | |
| | | | | |
| This Agreement is between the State of Washington, | Washington State Patrol and the Organization Identified below. | | | |
| ORGANIZATION NAME | | | | |
| 506th Military Police Detachment | | | | |
| Organization Location Address | Organization Billing Address (if different from location address) | | | |
| 80 Infantry Drive, Camp Murray, WA 98430 | BLDG 32 P&C, Camp Murray, Tacoma, WA 98430 | | | |
| Organization Contact Name | Organization Contracts Dept. Contact | | | |
| Staff Sergeant Robert C. Hohosh | Major Robert Wilkinson | | | |
| Organization Contact Email | Organization Contracts E-mail | | | |
| robert.c.hohosh.mil@mail.mil | robert.d.wilkinson.mil@mail.mil | | | |
| Organization Contact Phone | Organization Contracts Phone | | | |
| (253) 512-4881 | (253) 512-8446 | | | |
| WSP Cor | ntact Information | | | |
| WSP Project Manager Name and Title | WSP Project Manager Address | | | |
| Lieutenant Dennis Bosman | WSP Training Academy | | | |
| WSP Training Division | 631 W Dayton-Airport Road | | | |
| | Shelton WA 98584-8945 | | | |
| Telephone | E-mail Address . | | | |
| (360) 432-7502 | Dennis.Bosman@wsp.wa.gov | | | |
| WSP Administrative Contact Name and Title | WSP Administrative Contact Address | | | |
| Ms. Karen Cline | PO Box 42602 | | | |
| Contracts Assistant | Olympia WA 98504-2602 | | | |
| Telephone | E-mail Address | | | |
| (360) 596-4073 | Karen.Cline@wsp.wa.gov | | | |
| 10/10/ | A 7F ID 4 | | | |
| Agreement Start Date | Agreement End Date | | | |
| April 30, 2018 | /lay 11, 2018 | | | |
| ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: | | | | |
| ☐ General Terms and Conditions | | | | |
| ☑ Exhibit A, Facility Use Regulations | | | | |
| | | | | |
| This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, | | | | |
| contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or | | | | |
| otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement. | | | | |
| FOR THE WASHINGTON STATE PATROL: FOR THE ORGANIZATION: | | | | |
| WSP Signature Date | Organization Signature Date | | | |
| Troi signaturo | | | | |
| Turo a 12/19/20 | 7 / Car 0: 3 2017 12 15 | | | |
| | | | | |
| FOR: John R. Batiste, Chief | Printed-Name and Title | | | |
| | LTC James D. Briggs, 420th Battalion Commander | | | |
| | ETO Ballios D. Dilggo, 420 Dallallon Commande | | | |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - · The facility being requested
 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- 4. Insurance Requirements for EVOC Use. If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, *Insurance Requirements for EVOC Use*.
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.
 - "Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.
 - "Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal
 and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 13. Indemnification. The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms,
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, lewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- I. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. Level of Insurance.

- a. <u>General Liability</u>: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. <u>Business Auto Liability</u>: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.
- 3. Cancellation of Insurance. The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

| | | WSP Agreement No. | | |
|--|--|--|--|--|
| WASHINGTON STATE PATROL | | K13675 | | |
| WSP Academy Facility Use Agreement | | Other Agreement No. | | |
| The readonly radinty out regretation | | 0. | | |
| This Agreement is between the State of Washington, | Washington S | State Patrol and the Organization identified below. | | |
| ORGANIZATION NAME | | | | |
| Lewis-McChord Police Department | | | | |
| Organization Location Address | Organization | Billing Address (if different from location address) | | |
| 2007C North 2nd Street, Box 339500 MS 55, | | , | | |
| Lewis-McChord, WA 98433 | | | | |
| Organization Contact Name | Organization Contracts Dept. Contact | | | |
| Captain Marcus Todd | Kim Wilkins-Avalos | | | |
| Organization Contact Email | - | Contracts E-mail | | |
| marcus.c.todd.civ@mail.mil | kim.a.wilkins-avalos.civ@mail.mil | | | |
| Organization Contact Phone 253-967-3512 | | Contracts Phone | | |
| | 253-966-72 | | | |
| WSP Project Manager Name and Title | | | | |
| Sergeant Kent Hitchings | WSP Project Manager Address WSP Training Academy | | | |
| WSP Training Division | 631 W Dayton-Airport Road | | | |
| Troil Trailing Ethicien | | \ 98584-8945 | | |
| Telephone | The state of the late of the state of the st | E-mail Address | | |
| 360-432-7503 | Kent.Hitchings@wsp.wa.gov | | | |
| WSP Administrative Contact Name and Title | WSP Administrative Contact Address | | | |
| Ms. Karen Cline | PO Box 42602 | | | |
| Contracts Assistant | Olympia WA 98504-2602 | | | |
| Telephone | E-mail Address | | | |
| 360-596-4073 | Karen.Cline | Karen.Cline@wsp.wa.gov | | |
| Agreement Start Date | Agreement | End Date | | |
| | | May 24, 2018 | | |
| ATTACHMENTS. The following Exhibits are attached to | | | | |
| ⊠ General Terms and Conditions | | | | |
| ⊠ Exhibit A, Facility Use Regulations | | | | |
| | | | | |
| This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, | | | | |
| contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or | | | | |
| otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties | | | | |
| signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement. | | | | |
| FOR THE WASHINGTON STATE PATROL: | | FOR THE ORGANIZATION: | | |
| WSP Signature Date | | Organization Signature Date | | |
| | 0 - | 1212 | | |
| (Aun - 4/2/1 | 0 | 3/7/2018 | | |
| EOD: John D. Potieto Chief | | Marcus C. Todd Chief Field Operations | | |
| FOR: John R. Batiste, Chief | | Marcus C. Todd, Chief, Field Operations | | |
| | | | | |
| | | | | |

WSP Academy Facility Use Agreement General Terms and Conditions

- 1. Statement of Work. Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
 - Overnight lodging for students
 - Meals for students attending training at the WSP Academy
 - Classroom use, including a personal computer lab
 - Multipurpose Building/Gym
 - Training Tank/Pool
 - Firing Range
 - Hazardous Materials Training Pit
 - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
 - Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

- 2. Registration for Use of Facilities. The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
 - This Facility Use Agreement Number
 - The facility being requested
 - The dates/times the facility will be needed
 - An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

- 3. Facility Regulations. The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The WSP Facility Use Regulations are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a Release of Civil Claims and Indemnity Agreement (Exhibit B) prior to facility use.
- **4. Insurance Requirements for EVOC Use.** If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, *Insurance Requirements for EVOC Use.*
- 5. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.
- 6. Payment for Services. WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.
- 7. Definitions.

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

- 8. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 9. Agreement Alterations and Amendments. WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
- 10. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 11. Disputes. In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- 12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- **13. Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
- 14. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
- 15. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
- 16. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 17. Responsibility for Property Damage. The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
- 18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 19. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 20. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

4. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

5. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

WSP FACILITY USE REGULATIONS (continued)

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- I. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

INSURANCE REQUIREMENTS FOR EVOC USE

1. General. In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

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Lofstrom, Diane (WSP)

From: S. K. Martin <smartin=sobran-inc.com@mail104.suw13.rsgsv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Thursday, April 19, 2018 5:15 AM

To: Lofstrom, Diane (WSP)

Subject: Austin Bomber: Lessons Learned

5 Things Your Organization Can Learn from the Austin Bomber Incidents

(1) Mail Bombs are Nothing New

A Catalogue Of US Parcel Bomb Attacks - WEST

This article mentions only recent U.S. mail bombers. As far back as the early 1700's a package bomb was delivered to a gentleman in Denmark. There have been numerous incidents since that time. In the United States, a mail bomb sent to President Roosevelt was intercepted by the mail room in 1933. In 1947, letter bombs were sent to President Truman. These are only the high profile cases. The actual occurrence of mail bombs in the U.S. is too high to list.

(2) For the price of a stamp, your organization and your assets could be at risk

The Ease of the Postal Service Makes It a Vector for Violence - the Atlantic



Again and again we see that the anonymous nature of the USPS and other delivery services is attractive to those who wish to create destruction and incite fear.

Mail threats are a low-cost, accessible form of terrorism. For the price of a stamp, your organization is at risk for disruption or real harm.

It is unfortunately both cheap and relatively easy to put together a mail bomb with hardware store ingredients utilizing instructions found on the internet.

<u>Click here</u> to read more about what we learned from the Austin Bomber.



Soma K. Martin and your SoBran SafeMail Team



Will you be attending the National Postal Forum conference this May in San Antonio, TX?

Come by and see us at booth 1033!

News



Firefighters: White powder discovered at Orlando federal courthouse deemed safe

Orlando, FL -- A small plastic bag containing white powder was discovered Monday afternoon at the federal courthouse near downtown, the Orlando Fire Department said.

Read more



Suspicious mail alert turns into valuable training opportunity

Fort Rucker, AL -- In the morning April 5, the Fort Rucker Directorate of Public Safety receive a call about a suspicious package at the mail distribution center on post, and with the help of community partners, installation officials put boots on the ground to deal with the potential threat.

Read more



11 packages containing explosives, letters sent to Washington, D.C., area before man's arrest

Washington, D.C. -- A Seattle area man suspected of sending suspicious packages to multiple government agencies and military installations around the nation's capital was charged Tuesday with shipping explosive materials.

Read more



Austin bombings revive trauma of deadly mail bombs in Alabama nearly 30 years ago

Los Angeles, CA -- Judge Robert S. Vance was at his kitchen table on Dec. 16, 1989, when he opened a package that had been mailed to his home. The bomb hidden inside exploded with brutal force, killing Vance instantly and severely injuring his wife.

Read more

WALL STREET JOURNAL

Why Homemade Bombs Are Easy to Make and Hard to Trace

New York, NY -- It has been 40 years since Theodore Kaczynski, known as the Unabomber, began terrorizing the country by mailing homemade explosives fashioned with metal pipes, wood and nails. But even now, bomb making still remains incredibly simple, experts say.

Read more



White Powder At Seattle Coast Guard Base Investigated

Seattle, WA -- A Seattle fire hazmat team has determined that a white powder found at the Coast Guard base near downtown poses no threat. The powder was leaking from a package that had been delivered to the base, according to the Seattle fire department.

Read more



\$1M in fentanyl seized from Texas trio plotting to mail drugs back from Ohio, authorities say

Toledo, OH -- Three Texans were arrested in Ohio last week after an investigation yielded evidence that they had attempted to mail a large quantity of fentanyl back to Texas, authorities said.

Read more



People Are Getting Fentanyl in the Mail, and the Bill That Would Let the Post Office Stop Has Gone Nowhere

New York, NY -- The President's Commission on Combating Drug Addiction and the Opioid Crisis has endorsed it, President Trump touted its goals during the 2016 campaign, and the two most recent Department of Homeland Security secretaries said they supported it.

Read more



Bomb threat made against Gov. Walker's office

Madison, WI -- A bomb threat was made to Gov. Scott Walker's office Monday afternoon. The Dane County court received a letter from an inmate in the Wisconsin prison system.

Read more



Anthrax Scare Closes Business: The Garden City Crime Report

Garden City, NY -- On March 23, an employee of a Kellum Place business opened an envelope received by mail and observed a white powdery substance inside. Officers responded and safeguarded the area.

Read more



2 taken to hospitals after white powder found in letter at downtown building

Kansas City, MO -- Two people were taken to hospitals Friday morning after white powder was discovered in a letter at a downtown building.

Read more



Feds investigate threatening letter sent to local NAACP president

Springfield, OH -- A threatening letter sent to the Springfield NAACP president earlier this week has prompted an investigation by local, state and federal law enforcement agencies.

Read more



Stopping illegal drugs through the U.S. mail could curb opioid crisis: John Faso

Poughkeepsie, NY -- As I travel around our district, citizens relate friends or family members who are addicted to or have overdosed on heroin or synthetic opioids. It is a crisis that is crippling our communities, wrecking families and destroying hope for many.

Read more



New federal team targets darknet online opioid sales

Washington, DC -- His moniker was "DARKKING22," and authorities say he offered a cornucopia of illicit drugs through the click of a mouse. But it was his ads on a hidden website for pure fentanyl, the powerful painkiller driving a record number of overdose deaths across the U.S., that caught FBI agents' attention.

Read more



Get a free review of your mail screening program by the SafeMail experts at SoBran.

Learn More

Special Interest

Any dog can bite. Be aware of your pet's protective nature.

U.S. Postal Service Releases Annual Dog Attack City Rankings

San Diego, CA -- The number of postal employees attacked by dogs nationwide reached 6,244 in 2017 — more than 500 fewer than 2016. Today, the U.S. Postal Service (USPS) is showcasing technology that alerts mail carriers of potential attacks while releasing its annual list of cities where the most dog attacks were recorded.

Read more











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We keep you up to date on the latest mail security trends.

Our mailing address is:

SoBran, Inc.
2677 Prosperity Avenue
Suite 200
Fairfax, Va 22031

Add us to your address book

Want to change how you receive these emails?
You can <u>update your preferences</u> or <u>unsubscribe from this list</u>

Lofstrom, Diane (WSP)

From: S. K. Martin <smartin=sobran-inc.com@mail168.suw101.mcdlv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Thursday, December 21, 2017 3:46 AM

To: Lofstrom, Diane (WSP)

Subject: Dangers of Personal Package Volume in the Company Mailroom

Alert: Company Mailrooms Inundated by Personal Packages

"...UPS and FedEx both have programs that allow customers to re-route packages to their offices..." <u>- USA Today</u>

"Now I have all my personal stuff delivered to my office," said Nyhus" – USA Today

With the rate of package theft from porches and doorsteps skyrocketing this busy season, the company mailroom has become the de facto personal method for parcel delivery.

What Does This Mean for My Company?

Additional staffing costs and storage costs aside, the increase in packages at a company mailroom is a pressing security issue. Those looking to do harm are merely a postage stamp away from gaining access to your building, your assets and your employees.

What is the Danger?

With such a sharp increase in volume and perhaps even a deficit of staff to handle this

influx, security can be compromised by rushed scanning or ineffective screening.

<u>Chemical threats</u>, <u>Biological threats</u>, <u>Radiological threats</u>, Nuclear threats, <u>Explosive</u>
<u>threats</u> (CBRNE) and now deadly <u>Fentanyl and drug threats</u> are all possible harmful tactics that can be employed by terrorists or lone wolf types.

Since many of the packages are from unfamiliar sources with employees as the private recipients, there are unknown factors to be considered.

<u>Click here</u> to read more about how protect your employees when company mailrooms become overtaxed by personal shipments.

As always, I appreciate your comments. smartin@sobran-inc.com



Soma K. Martin and your SoBran SafeMail Team

News



Texas Court: Woman Tried to Bomb Obama, Greg Abbott With Cigarette Packet and Salad Dressing Cap

Houston, TX -- A Texas woman has been charged with mailing explosive devices to President Barack Obama and Texas Governor Greg Abbott that she made using a cigarette packet and a salad dressing cap.

Read more



Pensacola man sentenced for sending threatening letter to Sheriff Morgan

Escambia County, FL -- A Pensacola man has been sentenced to federal prison on Monday after pleading guilty to mailing threatening letters to the Escambia County Sheriff's Office.

Read more



Police Officer's Wife Injured By Mail Bomb In Alameda

Alameda, CA --The wife of a Bay Area police officer was injured when a homemade explosive was sent through the United States Postal Service, hand-delivered to their front door, and exploded after the woman opened it.

Read more



USPS investigating after 3rd suspicious device found in Bay Area mail

Oakland, CA -- A mail carrier in Oakland found a suspicious device inside a blue outgoing mailbox Saturday afternoon during a routine run.

Read more



German 'nail bomb' package that sparked an evacuation at a Christmas market near Berlin was 'part of a blackmail plot'

GERMANY -- A 'nail bomb' package that sparked a mass evacuation at a Christmas market near Berlin was part of a 'blackmail plot' to extort millions from a delivery company.

Read more



Bradley judicial complex evacuated after clerk finds white powder in mail

Bradley County, TN -- Dozens of people were evacuated from the court side of the Bradley County Judicial complex Monday afternoon.

Read more



Get a free review of your mail screening program by the SafeMail experts at SoBran.

Learn More

Special Interest



Get the Survey



Addressing Complacency: Lessons from the 2017 SoBran Mail Security Survey

Click Here to download the report
findings that provide a powerful tool to
overcome complacency and provide
hard evidence to help ensure mail
screening is a critical component of your
overall security plan.











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We keep you up to date on the latest mail security trends.

Our mailing address is:

SoBran, Inc.
2677 Prosperity Avenue
Suite 200
Fairfax, Va 22031

Add us to your address book

Want to change how you receive these emails?
You can <u>update your preferences</u> or <u>unsubscribe from this list</u>

Lofstrom, Diane (WSP)

From: S. K. Martin <smartin=sobran-inc.com@mail120.suw111.mcdlv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Friday, January 19, 2018 3:46 AM

To: Lofstrom, Diane (WSP) **Subject:** FBI: Hate Crimes Rising

FBI Report: Hate Crimes Continue to Rise

U.S. Hate Crimes Rise for Second Straight Year - Reuters

"There were 6,121 hate crime incidents recorded last year, an almost 5 percent rise from 2015 and a 10 percent increase from 2014, the Federal Bureau of Investigation's Hate Crimes Statistics report said."

Since 1992, the <u>Federal Bureau of Investigation</u> has been keeping statistics. Although many experts state these crimes are under-reported to the FBI, the increasing trend here is underiable.

What is a Hate Crime?

The FBI defines a hate crime as a "crime in which the perpetrators acted based on a bias against the victim's race, color, religion, or national origin." They also include "crimes committed against those based on biases of actual or perceived sexual orientation, gender identity, disability, or gender."

These types of crime play out as "a traditional offense like murder, arson, or vandalism

with an added element of bias."

What Does This Mean for My Organization?

Targeting an individual or an organization based on their workplace, or targeting non-profit's mission or an organization's goals is a real and current danger.

What the FBI also points out is that individuals and groups that espouse hatred often find fertile places to plant the seeds of domestic terrorism. Whether the hate crime is committed by a group or by a lone wolf, the incidents overall are rising.

Is Hate Really Against the Law?

Hate crimes include all true crime, just with the added bias that is either real, or perceived. Of course, using the mail to do harm to an organization or individual is against the law. So for mail security, whether a mail bomb is sent or just a hoax letter with white powder enclosed, they are crimes which can be motivated by hate.

In addition, federal law and most all state laws make it illegal to send threatening letters.

What is the difference between Threatening Letters and Hate Mail?

Threatening Letter: According the United States Postal Inspection Service (USPIS), it is a letter "threatening a person's reputation, blackmail or extortion through the mail." This considered a federal crime.

Hate Mail: This is a letter containing usually negative, hostile and hurtful language targeting a person or group based on a bias. If the letter does not contain certain threats, then sometimes it is not considered a crime.

<u>Click here</u> to read more about the danger of hate crime and how to protect your employees and assets.

As always, I appreciate your comments. smartin@sobran-inc.com

SS

Stay Safe, Soma K. Martin and your SoBran SafeMail Team

News



Oakland man charged in mail bomb plot

Oakland, CA -- An Oakland man was charged
with mailing an explosive device to an East Palo
Alto man with intent to injure or kill, authorities
said Thursday.

Read more



Roseville business evacuated after receiving white powder, threatening letter

Roseville, CA -- Approximately 30 people were evacuated from a Roseville office building Monday after an insurance agency there received



Trump signs bill to improve opioid screening technology

Washington, D.C. -- President Donald Trump signed legislation Wednesday aimed at giving Customs and Border Protection agents additional screening devices and other tools to stop the flow of illicit drugs.

Read more

an envelope containing white powder and a threatening letter.

Read more



Ladson man pleads guilty on federal charge of distributing 100-plus grams of fentanyl

Ladson, S.C. -- A Ladson man pleaded guilty
Thursday in federal court on a charge of
distribution of fentanyl resulting in death,
according to a press release from the South
Carolina District of the United States Attorney's
Office.

Read more



Former Postal Worker Sentenced for Stealing Opioids

Charleston, WV -- A former West Virginia postal worker who stole opioid pills mailed by the Department of Veterans Affairs to veterans has been sentenced to five years' probation.

Read more



NSW 74yo man arrested over threatening letter, calls to Barnaby Joyce

AUSTRALIA -- An elderly man has been charged with stalking after allegedly sending a threatening letter containing a bullet to Deputy Prime Minister Barnaby Joyce's electorate office in Tamworth.

Read more



Get a free review of your mail screening program by the SafeMail experts at SoBran.

Learn More

Special Interest



Another view of the U.S. Postal Service In late December it ran a cartoon in which Santa

suggested that other than around Christmas, nobody much uses the U.S. Postal Service.

Lest any of its readers take this seriously, I'd like to provide some information about the actual state of affairs at USPS...

Read more

Get the Survey



Addressing Complacency: Lessons from the 2017 SoBran Mail Security Survey

Click Here to download the report
findings that provide a powerful tool to
overcome complacency and provide
hard evidence to help ensure mail
screening is a critical component of your
overall security plan.











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We keep you up to date on the latest mail security trends.

Our mailing address is:

SoBran, Inc.
2677 Prosperity Avenue
Suite 200
Fairfax, Va 22031

Add us to your address book

Want to change how you receive these emails?
You can <u>update your preferences</u> or <u>unsubscribe from this list</u>

Lofstrom, Diane (WSP)

From: Maki, Bob (WSP)

Sent: Tuesday, March 21, 2017 10:08 AM

To: Sam.Ricketts@gov.wa.gov

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

WA FFY18 funding request - Domestic Cannabis Eradication.docx; WA FFY18 funding request - MCSAP.docx; WA FFY18 funding request - NCHIP.docx; WA FFY18 funding request - NW HIDTA.docx; WA FFY18 funding request - Paul Coverdell Forensic Science

WA FFY18 funding request - DNA Capacity Enhancement and Backlog Reduction.docx;

Improvement Grant.docx; WA FFY18 funding request - Port Security Grant

Program.docx; WA FFY18 funding request - Post Conviction DNA Testing Grant.docx;

WA FFY18 funding request - TSA Canine Teams.docx

Sam:

Attachments:

Here they are in individual Word documents.

Resp,

Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) [mailto:Sam.Ricketts@gov.wa.gov]

Sent: Tuesday, March 21, 2017 6:21 AM

To: Maki, Bob (WSP)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason (WSP); Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Thanks, Bob. Can you send in word format?

From: Maki, Bob (WSP) [mailto:Bob.Maki@wsp.wa.gov]

Sent: Monday, March 20, 2017 5:02 PM

To: Ricketts, Sam (GOV)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason; Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Mr. Ricketts:

Attached are nine (09) federal appropriations requests for the Washington State Patrol (WSP). They are all for federal grant programs which provide critical funding to our agency and, in some cases, where we pass through funds to local jurisdictions.

If you have any questions, please do not hesitate to call or e-mail me.

Resp, Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) < Sam.Ricketts@gov.wa.gov>

Sent: Wednesday, March 8, 2017 1:37 PM **To:** GOV dl State Agency Federal Affairs Contacts

Cc: OFM dl Policy; OFM dl BUDGET

Subject: ACTION NEEDED: Federal FY18 appropriations requests

State Agency Federal Affairs Lead Contacts – With the White House set to release a slimmed-down version of the President's annual budget request to Congress, next week, it is once again time to prepare our state's priority appropriations requests for submission to Congress and our state's Delegation. This is especially important this year, given the new Administration's and Congress' appetite for budget cuts.

As you've surely seen, the White House late last month unveiled some key details about President Trump's forthcoming federal fiscal year 2018 (FFY18) budget request. Namely, it was made clear that the White House would seek a \$54 billion increase in defense spending, to be offset by a \$54b reduction other domestic discretionary programs – in particular at the EPA and State Department, but possibly also in education, anti-poverty and other programs. Of note, its been recently reported that the White House budget request would decrease funding for the Coast Guard and TSA in order to help pay for Trump's proposed border wall. The rumored reductions to certain program have alarmed many of us. However, we won't have the President's actual final proposal until next week, and Congress will surely have its own say as it takes up appropriations.

Action needed: I would like to ask each of your agencies to prepare a FFY18 appropriations request sheet for each of your highest-priority programs that are funded through congressional appropriations. Attached please find a template for your use in crafting these requests, as well as an example document from last year, using the federal Pacific Coast Salmon Recovery Fund (PCSRF) as an example. Please send your requests back to me by COB Monday, March 20. Many of your agencies engaged in this exercise last year, and can utilize some of the same materials you prepared then. Please let me know if you have any questions or require assistance.

Also attached, for your reference and info, is a recent FFIS report outlining some of the proposed reductions in federal funding, being contemplated by the Administration and Congress, and their potential impacts on states.

As a reminder, FFY18 begins on October 1, 2017. Before then, and before April 28, 2017, Congress will need to pass another Continuing Resolution – or "CR" – to extend funding through September. Significant funding reductions and changes are not expected for the vast majority of programs, in this year.

Please let me know if you have any questions or require any assistance in preparing federal funding requests.

Thanks.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362

www.governor.wa.gov | sam.ricketts@gov.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.















Federal Fiscal Year 2018 Appropriations Request

COMMERCE, JUSTICE, SCIENCE APPROPRIATIONS SUBCOMMITTEE

NATIONAL INSTITUTE OF JUSTICE

DNA CAPACITY ENHANCEMENT AND BACKLOG REDUCTION PROGRAM

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|---------|---|
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | \$ 117M | \$ 1.6M |
| FFY16 Appropriation amount | \$ 63M | \$ 1.6M |
| FFY15 Appropriation amount | \$ 66M | \$ 1.1M |

BRIEF DESCRIPTION

This program funds States and units of local government with existing crime laboratories that conduct DNA analysis to process, record, screen, and analyze forensic DNA and/or DNA database samples, and to increase the capacity of public forensic DNA and DNA database laboratories to process more DNA samples, thereby helping to reduce the number of forensic DNA and DNA database samples awaiting analysis.

WHY IMPORTANT

Without this federal funding program to pay for DNA instruments, continuing professional education and software, Forensic DNA Services would not be able to keep up with technology changes.

These grant awards fund a position for DNA Information Technology support, three positions for laboratory technicians, and will potentially fund the outsourcing of unidentified human remains testing for mitochondrial DNA, and a position in FY2018 for IT support of the Laboratory Information Management System. This system supplies DNA analysis metrics, reports and information on the outsourcing of several thousand sexual assault kits. The program also funds overtime for DNA analysts to work on backlogged homicide and other violent crime cases besides sexual assault cases whose overtime is state funded.

LOCAL MATCH

No state match is currently required.

LEAD FEDERAL AGENCY

National Institute of Justice

LOCAL CONTACT

Washington State Patrol - Forensic Laboratory Services Bureau (FLSB)

Dr. Gary Shutler, FLSB DNA Technical Leader, (206) 262-6053, gary.shutler@wsp.wa.gov



COMMERCE JUSTICE, SCIENCE APPROPRIATIONS SUBCOMMITTEE

DOMESTIC CANNABIS ERADICATION / SUPPRESSION PROGRAM (DCE/SP)

| DCE/SP | | |
|---------------------------------|----------|---|
| Overall federal program funding | request: | WA's estimated share (if known/applicable): |
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | Unknown | \$220K |
| FFY16 Appropriation amount | \$14M | \$720K |
| FFY15 Appropriation amount | \$18M | \$950K |

BRIEF DESCRIPTION

Domestic Cannabis Eradication/Suppression (DCE/SP) grants are awarded to the Washington State Patrol (WSP) in partnership with the Drug Enforcement Administration (DEA) to combat the illegal trafficking of illicit cannabis effecting the general welfare and health of the people of the State of Washington.

WHY IMPORTANT

The WSP locates and eradicates illicit cannabis plants and investigates and prosecutes those cases before the courts of the United States (U.S.) and the courts of the State of Washington. The funding aids the WSP in protecting our people, state, private, and public lands from criminals and the destructive production of illicit cannabis.

LOCAL MATCH

Washington State and/or the WSP provided no matching funds toward the DCEP

LEAD FEDERAL AGENCY

Drug Enforcement Administration (DEA)

LOCAL CONTACT

Washington State Patrol, Narcotics Section Lieutenant James Mjor, (360) 704-2390 210 11th Ave. SW, Suite 402 Olympia, WA 98501



CONGRESSIONAL APPROPRIATIONS SUBCOMMITTEE: UNKNOWN

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

MOTOR CARRIER SAFETY ASSISTANCE PROGRAM

Overall federal program funding request: Washington's share if (known/applicable):

FFY18 State's request Unknown Unknown
FFY18 President's request Unknown Unknown

FFY17 Appropriation amount \$794M \$6.4M

FFY16 Appropriation amount \$669M **MCSAP** \$3.4M; **New Entrant grant** \$1M;

Border Enforcement grant \$461K

FY15 Appropriation amount \$669M MCSAP \$3.6M; New Entrant grant \$798K

Border Enforcement grant \$313K

BRIEF DESCRIPTION

The Motor Carrier Safety Assistance Program (MCSAP) is a Federal grant program that provides financial assistance to States to reduce the number and severity of accidents and hazardous materials incidents involving commercial motor vehicles (CMV). The goal of the MCSAP is to reduce CMV-involved accidents, fatalities, and injuries through consistent, uniform, and effective CMV safety programs. Investing grant monies in appropriate safety programs will increase the likelihood that safety defects, driver deficiencies, and unsafe motor carrier practices will be detected and corrected before they become contributing factors to accidents. The MCSAP also sets forth the conditions for participation by States and local jurisdictions and promotes the adoption and uniform enforcement of safety rules, regulations, and standards compatible with the Federal Motor Carrier Safety Regulations (FMCSRs) and Federal Hazardous Material Regulations (HMRs) for both interstate and intrastate motor carriers and drivers.

WHY IMPORTANT

The MCSAP funds allow the Washington State Patrol and the Washington Utilities and Transportation Commission to focus education and enforcement efforts on reducing the number and severity of accidents involving CMVs. It provides support for the collection of CMV accident reports and inspections into one data base for analyzing and reporting to officers and supervisors in the field and to the federal government.

LOCAL MATCH

For years prior to FY 2017, the state match for the MCSAP grant was 20%. The Border Enforcement and New Entrant grants were 100% federally funded. When Congress passed the FAST Act, the MCSAP, Border Enforcement and New Entrant grants were consolidated into one grant program. The new state match beginning in FY 2017 is 15%.

LEAD FEDERAL AGENCY

Federal Motor Carrier Safety Administration

LOCAL CONTACT

Washington State Patrol - Mr. Kevin Zeller, MCSAP Manager 360-596-3816



COMMERCE, JUSTICE, SCIENCE AND RELATED AGENCIES SUBCOMMITTEE

UNITED STATES DEPARTMENT OF JUSTICE

NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM (NCHIP)

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|--------------|---|
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | \$48M (est.) | Unknown |
| FFY16 Appropriation amount | \$48M | \$569K |
| FFY15 Appropriation amount | \$48M | \$397K |

BRIEF DESCRIPTION

This program enhances crime fighting and criminal justice capabilities of state and tribal governments by improving the accuracy, utility, and interstate accessibility of criminal history records and enhancing records of protective orders, automated identification systems and other state systems supporting national records systems and their use for criminal history background checks.

NCHIP is not a formula program so any state's share of the funding is based on several factors including the number of applications received, the amount requested, the quality of the proposed projects, and amount of funds unexpended on previous years' awards.

WHY IMPORTANT

Recent awards of NCHIP funds to Washington Stave have been used to reduce the backlog of missing court dispositions in the state and federal criminal history repositories. Funds have also been used to purchase fingerprint Livescan equipment for local agencies where the funds can be justified on the basis of geographic, population, traffic, or other related factors and to collaborate with local agencies to improve processes for reporting criminal history records information to WSP

LOCAL MATCH

Federal funds awarded under this solicitation may not cover more than 90% of the total costs of the project. An applicant must identify the source of the 10% non-federal portion of the total project costs and how it will use match funds.

LEAD FEDERAL AGENCY

United States Department of Justice, Office of Justice Programs, Bureau of Justice Statistics

LOCAL CONTACT

Washington State Patrol Deborah Collinsworth, Criminal Records Division, (360) 534-2102



CONGRESSIONAL APPROPRIATIONS SUBCOMMITTEE: UNKNOWN

OFFICE OF NATIONAL DRUG CONTROL POLICY (ONDCP)

NORTHWEST HIGH INTENSITY DRUG TRAFFICKING AREA

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|---------|---|
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | \$250M | \$1.3M* |
| FFY16 Appropriation amount | \$250M | \$1.3M* |
| FFY15 Appropriation amount | \$243M | \$1,3M* |

BRIEF DESCRIPTION

The purpose of the High Intensity Drug Trafficking Area (HIDTA) Program is to help reduce drug use and its adverse consequences by focusing efforts and resources to disrupt and/or dismantle large scale drug trafficking organizations operating within and beyond Washington State and to reduce the demand of illicit drugs by supporting treatment and effective demand reduction programs through our treatment and prevention Initiatives. The NW HIDTA is governed by an executive board comprised of equal executive level partners from Federal, State and local law enforcement agencies, the Board allocates all federal fund allotments received by the program. Twenty eight (28) National HIDTAs coordinate federal, state and local anti-drug abuse efforts from a local, regional and national perspective leveraging resources at all levels in a true partnership. Every year HIDTAs identify the most current threat, develop a strategy to address the threat and evaluate the results. This procedure allows HIDTAs the flexibility to adjust in a timely manner to redirect resources to have the greatest impact in an effective and efficient manner.

WHY IMPORTANT

The Washington State Patrol (WSP) is one of nineteen Initiatives that receives funding from the Northwest HIDTA. At the behest of the NW HIDTA Executive Board, the WSP SWAT Initiative receives \$41,000* and the NW HIDTA Investigative Support Center (ISC) initiative receives \$1,289,638*. With the federal funding it receives through the NW HIDTA Executive Board, the WSP SWAT Initiative supports the National Drug Control Strategy by emphasizing comprehensive methamphetamine-related investigations; cooperating with other HIDTA initiatives efforts concerning methamphetamine and providing specialized investigative resources that assist counter-drug enforcement efforts throughout the State of Washington. In addition to the methamphetamine clandestine laboratory responses, the WSP SWAT Initiative provides tactical operation support to HIDTA related drug task forces across the state in support of furthering the NW HIDTA mission.

The WSP is one of seven (7) fiduciaries who oversee and manage the dollars used to fund the operations of the ISC to include 16 WSP employees assigned as Intelligence Analysts as well as the WSP SWAT Initiative.

LOCAL MATCH

No local match.

LEAD FEDERAL AGENCY

Office of National Drug Control Policy (ONDCP)

LOCAL CONTACT

Northwest HIDTA - Dan Moren, Executive Director (206) 352-3601

Northwest HIDTA - Luci McKean, Deputy Director (206) 352-3647



Federal Fiscal Year 2018 Appropriations Request

COMMERCE, JUSTICE, SCIENCE APPROPRIATIONS SUBCOMMITTEE

NATIONAL INSTITUTE OF JUSTICE

PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT PROGRAM

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|---------|---|
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | \$13M** | \$ 169K |
| FFY16 Appropriation amount | \$12M | \$ 187K |
| FFY15 Appropriation amount | \$11M | \$ 167K |

^{**(}FFY17 Senate Committee Reported S.2837)

BRIEF DESCRIPTION

The Coverdell Grant serves to improve the quality and timeliness of forensic science and medical examiner/coroner's office services, including services provided by laboratories operated by States and/or units of local government. Among other things, funds may be used to eliminate backlogs in the analysis of general forensic evidence or to train and employ forensic laboratory personnel and medicolegal death investigators to eliminate such backlogs.

WHY IMPORTANT

Coverdell funds are used by many agencies across the state. The funding source is invaluable for agencies looking to eliminate backlogs in the analysis of forensic science evidence. The funding is also used to train forensic personnel and address emerging forensic science issues like throughput automation and new types of instrumentation.

LOCAL MATCH

Not applicable

LEAD FEDERAL AGENCY

National Institute of Justice

LOCAL CONTACT

Washington State Patrol - Mr. Bob Maki, Chief Financial Officer (360) 596-4053 robert.maki@wsp.wa.gov

Washington State Patrol - Forensic Laboratory Services Bureau - Director Larry Hebert, (360) 596-4119, larry.hebert@wsp.wa.gov



Federal Fiscal Year 2018 Appropriations Request

CONGRESSIONAL APPROPRIATIONS SUBCOMMITTEE: UNKNOWN

FEMA/US DEPARTMENT OF HOMELAND SECURITY

| PORT | SECURI | TY GR | ANT PRO | OGRAM (| (PSGP) |
|------|--------|-------|---------|---------|--------|
| | | | | | |

| Overall federal program funding request: WA's es | estimated share (if know | <u>n/applicable):</u> |
|--|--------------------------|-----------------------|
|--|--------------------------|-----------------------|

| FFY18 State's request | Unknown | Unknown – similar to prior awards |
|----------------------------|---------------|-----------------------------------|
| FFY18 President's request | Unknown | Unknown – similar to prior awards |
| FFY17 Appropriation amount | \$(Cont. Res) | Unknown – similar to prior awards |

FFY16 Appropriation amount \$100M \$277K FFY15 Appropriation amount \$100M \$0

BRIEF DESCRIPTION

This is a competitive grant program with awards given directly to state and local units of government, as well as industry operators, to mitigate port-wide maritime security risks; support maritime security training and exercises; and to maintain maritime security protocols that support port recovery and resiliency capabilities. All investments under this program must address United States Coast Guard (USCG) and Area Maritime Security Committee identified vulnerabilities in port security and support the prevention, detection, response and/or recovery from attacks involving improvised explosive devices (IED) and other non-conventional weapons.

WHY IMPORTANT

Port Security Grant Program funding has been awarded to the Washington State Patrol (WSP) over the past several years to address previously unfunded needs associated with protection and security of the Washington State Ferry (WSF) System. On average, the WSF system carries daily over 30,000 vehicles and 66,000 passengers across 12 routes on over 450 sailings, including international ports.

The WSP has primary jurisdiction, responsibility and authority for providing security to the ferry system. In coordination with WSP and the USCG, the WSF has developed an Alternate Security Program and plan that daily deploys several layers of protection to the ferry system as a whole.

Awards have typically been between \$50,000 - \$350,000, depending on the grant year and the projects requested. WSP expects to request ongoing training and exercise funding (approx. \$200,000/year) and Risk Reduction Resource Allocation Model (3RAM) funding (approx. \$25,000/year) for FY18 and years beyond. We may request additional funding for port security/ferry security law enforcement equipment or other needs identified through the training and exercise process.

LOCAL MATCH

25% match required (this amount is NOT included in the above figures)

LEAD FEDERAL AGENCY

FEMA/US Department of Homeland Security

LOCAL CONTACTS

Washington State Patrol

- 1) Mr. Bob Maki, Chief Financial Officer (360) 596-4053 robert.maki@wsp.wa.gov
- 2) Captain Edward J Swainson, Homeland Security Division Commander (206) 389-2728 edward.swainson@wsp.wa.gov



Federal Fiscal Year 2018 Appropriations Request

COMMERCE, JUSTICE, SCIENCE APPROPRIATIONS SUBCOMMITTEE

NATIONAL INSTITUTE OF JUSTICE

POST-CONVICTION DNA TESTING GRANT PROGRAM

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|---------|---|
| FFY18 State's request | Unknown | Unknown |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | \$4M | Unknown |
| FFY16 Appropriation amount | \$4M | \$ 421K |
| FFY13 Appropriation amount | \$4M | \$ 472K |

BRIEF DESCRIPTION

This program seeks to assist in defraying the costs associated with post-conviction DNA testing in cases of violent felony offenses (as defined by State law) in which actual innocence might be demonstrated. Funds may be used to identify and review such post-conviction cases and to locate and analyze associated biological evidence.

WHY IMPORTANT

Without this federal funding program, there would be no financial support for the collaboration of the Washington State Patrol Crime Laboratory Division (WSPCLD) and Innocence Project Northwest (IPNW) to offer coordinated post-conviction DNA case evaluation and testing to Washington prisoners with claims of innocence. The collaboration has led to the release of five Washington men who collectively served over 64 years in prison for crimes and led to the arrest of actual perpetrators in two cases. Through this partnership and the funding of staff, the IPNW has developed and conducts efficient evidence location, case identification, and review procedures to effectively process innocence claims; WSPCLD has the option to test complex post-conviction cases in-house or outsource analysis of items for a variety of DNA techniques that either are not currently offered or that have resource limitations.

LOCAL MATCH

Not applicable

LEAD FEDERAL AGENCY

National Institute of Justice

LOCAL CONTACT

Washington State Patrol - Forensic Laboratory Services Bureau (FLSB)

Dr. Gary Shutler, FLSB DNA Technical Leader, (206) 262-6053, gary.shutler@wsp.wa.gov



CONGRESSIONAL APPROPRIATIONS SUBCOMMITTEE: UNKNOWN

TRANSPORTATION SECURITY ADMINISTRATION (TSA), US DEPARTMENT OF HOMELAND SECURITY

TSA NATIONAL EXPLOSIVE DETECTION CANINE TEAM PROGRAM (NEDCTP)

| Overall federal program funding request: | | WA's estimated share (if known/applicable): |
|--|---------|---|
| FFY18 State's request | \$656K | \$656K (if program continues to be funded) |
| FFY18 President's request | Unknown | Unknown |
| FFY17 Appropriation amount | Unknown | \$656K |
| FFY16 Appropriation amount | Unknown | \$707K |
| FFY15 Appropriation amount | Unknown | \$758K |

BRIEF DESCRIPTION

The TSA NEDCTP provides funding to the Washington State Patrol (WSP), in the amount of \$50,500 per canine/handler team, to train and deploy TSA trained explosive detection canine teams within the WSP. These WSP teams work at Washington State Ferry (WSF) terminals on a daily basis to screen for explosives as part of the homeland security mission. Under this agreement, these TSA funded WSP explosive detection canine teams must be available to respond to transportation operating systems during threats at airports, passenger terminals, seaports, and surface carriers that affect public safety or transportation operations. TSA-funded canine teams conduct training and other canine activities in view of the public, thereby providing a noticeable visible deterrent toward terrorist threats and other criminal activity.

WHY IMPORTANT

The WSP has primary jurisdiction, responsibility and authority for providing security to the ferry system. In coordination with WSP and the United States Coast Guard (USCG), the WSF has developed an Alternate Security Program and plan that daily deploys several layers of protection to the ferry system as a whole. One such layer is the WSP explosive detection canine teams. On average, the WSF system carries daily over 30,000 vehicles and 66,000 passengers across 12 routes on over 450 sailings, including international ports.

These teams provide a deterrent for terrorist or criminal activity; passively screen passenger vehicles for explosive materials; and respond to potential bomb threats throughout the ferry system. These canine teams undergo a significant amount of training in order to detect explosive materials, and the skill requires ongoing training.

Elimination of this funding would require WSP to secure additional state funding and an increased number of non-TSA canine teams in order to meet USCG mandated vehicle screening requirements for the Washington State Ferry system.

LOCAL MATCH

No match requirement.

LEAD FEDERAL AGENCY

Transportation Security Administration (TSA), US Department of Homeland Security

LOCAL CONTACT

Washington State Patrol

- 1) Mr. Bob Maki, Chief Financial Officer (360) 596-4053 robert.maki@wsp.wa.gov
- 2) Captain Edward J. Swainson, Homeland Security Division Commander (206) 389-2728 edward.swainson@wsp.wa.gov

Lofstrom, Diane (WSP)

From: Maki, Bob (WSP)

Sent: Wednesday, March 08, 2017 2:51 PM

To: Lofstrom, Diane (WSP); Watson, Aloha (WSP)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Attachments: TEMPLATE WA FFY18 funding request.docx; EXAMPLE WA FFY17 funding request.docx;

FFIS- Options to Reduce Federal Spending Include State Programs.pdf

Importance: High

Looks like I'll need a meeting time sometime tomorrow am....

From: Berry, Jason (WSP)

Sent: Wednesday, March 08, 2017 2:47 PM

To: Maki, Bob (WSP) **Cc:** Watson, Aloha (WSP)

Subject: Fw: ACTION NEEDED: Federal FY18 appropriations requests

Importance: High

Bob,

Let's discuss our action plan tomorrow morning on what we need to be doing. Keep close for now.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Batiste, John (WSP) < <u>John.Batiste@wsp.wa.gov</u>>

Sent: Wednesday, March 8, 2017 2:11 PM

To: Maki, Bob (WSP); Berry, Jason (WSP); Drake, Randy (WSP) **Subject:** Fw: ACTION NEEDED: Federal FY18 appropriations requests

FYI

Chief John Batiste, Washington State Patrol "Service With Humility"

From: Ricketts, Sam (GOV) < Sam.Ricketts@gov.wa.gov>

Sent: Wednesday, March 8, 2017 1:37 PM **To:** GOV dl State Agency Federal Affairs Contacts

Cc: OFM dl Policy; OFM dl BUDGET

Subject: ACTION NEEDED: Federal FY18 appropriations requests

State Agency Federal Affairs Lead Contacts – With the White House set to release a slimmed-down version of the President's annual budget request to Congress, next week, it is once again time to prepare our state's priority appropriations requests for submission to Congress and our state's Delegation. This is especially important this year, given the new Administration's and Congress' appetite for budget cuts.

As you've surely seen, the White House late last month <u>unveiled some key details</u> about President Trump's forthcoming federal fiscal year 2018 (FFY18) budget request. Namely, it was made clear that the White House would seek a \$54 billion increase in defense spending, to be offset by a \$54b reduction other domestic discretionary programs – in particular at the EPA and State Department, but possibly also in education, anti-poverty and other programs. Of note, its

been recently <u>reported</u> that the White House budget request would decrease funding for the Coast Guard and TSA in order to help pay for Trump's proposed border wall. The rumored reductions to certain program have alarmed many of us. However, we won't have the President's actual final proposal until next week, and Congress will surely have its own say as it takes up appropriations.

Action needed: I would like to ask each of your agencies to prepare a FFY18 appropriations request sheet for each of your highest-priority programs that are funded through congressional appropriations. Attached please find a template for your use in crafting these requests, as well as an example document from last year, using the federal Pacific Coast Salmon Recovery Fund (PCSRF) as an example. Please send your requests back to me by COB Monday, March 20. Many of your agencies engaged in this exercise last year, and can utilize some of the same materials you prepared then. Please let me know if you have any questions or require assistance.

Also <u>attached</u>, for your reference and info, is a recent FFIS report outlining some of the proposed reductions in federal funding, being contemplated by the Administration and Congress, and their potential impacts on states.

As a reminder, FFY18 begins on October 1, 2017. Before then, and before April 28, 2017, Congress will need to pass another Continuing Resolution – or "CR" – to extend funding through September. Significant funding reductions and changes are not expected for the vast majority of programs, in this year.

Please let me know if you have any questions or require any assistance in preparing federal funding requests.

Thanks.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362

www.governor.wa.gov | sam.ricketts@gov.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.













COMMERCE, JUSTICE, SCIENCE APPROPRIATIONS SUBCOMMITTEE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL MARINE FISHERIES SERVICE

| PACIFIC COASTAL SALMON | RECOVERY FUN | |
|---------------------------|----------------|--|
| FY17 State's request | \$65 million | Washington's share to be determined through competitive process. |
| FY17 President's request | \$65 million | Washington's share to be determined through competitive process. |
| FY16 Appropriation amount | \$65 million | Washington's share to be determined through competitive process. |
| FY15 Appropriation amount | \$65 million | \$20.0 million Washington's share |
| FY14 Appropriation amount | \$65 million | \$20.5 million Washington's share |
| FY13 Appropriation amount | \$60.3 million | \$20 million Washington's share |

BRIEF DESCRIPTION

Salmon recovery grants are awarded by the Salmon Recovery Funding Board to protect and restore salmon habitat and provide for monitoring to track progress of restoration efforts. This contributes to the recovery of wild salmon and steelhead populations listed as threatened and endangered under the federal Endangered Species Act while also protecting healthy fish populations.

WHY IMPORTANT

The board funds projects that protect existing, high quality habitats for salmon, and restores degraded habitat to increase overall habitat health and biological productivity. The board also awards grants for feasibility assessments to determine future projects, support implementing organizations and for monitoring activities. Additionally, Pacific Coastal Salmon Recovery Fund funds are used to help implement hatchery projects consistent with the Hatchery Scientific Review Group's recommendations and priorities, thereby reducing impacts on listed fish.

LOCAL MATCH

33 percent state match required. The state appropriated \$16.5 million for FY15 and FY17 to match federal funds.

LEAD FEDERAL AGENCY

National Oceanic and Atmospheric Administration, National Marine Fisheries Service

LOCAL CONTACT

Washington Recreation and Conservation Office Kaleen Cottingham, (360) 902-3003



FEDERAL FUNDS INFORMATION FOR STATES
444 NORTH CAPITOL STREET, NW
SUITE 642
WASHINGTON, DC 20001
www.ffis.org

Budget Brief 17-04, March 3, 2017

Options to Reduce Federal Spending Include State Programs

By Trinity Tomsic • 202-624-8577 • ttomsic@ffis.org

Summary

The Office of Management and Budget (OMB) has released guidance to federal agencies—which it has not made public—identifying top-line discretionary amounts for the president's fiscal year (FY) 2018 budget. According to reports, that budget will abide by the overall discretionary spending cap established by the Budget Control Act of 2011 (\$1.064 trillion for FY 2018). However, it will propose to raise the defense amount by \$54 billion, with an equal reduction to the non-defense amount. This would provide a 9% increase in defense discretionary spending compared to the FY 2017 cap, while the non-defense cap would see a -11% reduction.

The administration is planning to release a budget outline in mid-March. A subsequent, more detailed request will provide specific proposals for FY 2018.

Two reports highlight options to reduce federal spending that could be tapped as the budget process unfolds:

- The Congressional Budget Office (CBO) <u>released</u> its periodic report on options to reduce federal spending or increase federal revenues over 10 years. CBO's options—which number 115—are culled from a variety of sources, including prior president's budgets, proposed legislation, congressional budget resolutions, private organizations, and others. Options run the full spectrum from charging for services provided to the private sector to raising the retirement age for Social Security.
- The Heritage Foundation has <u>compiled</u> a list of several proposals to reduce discretionary spending, as part of its *Blueprint for Balance: A* Federal Budget for 2017. These proposals could be especially relevant because a former Heritage Foundation staffer is reportedly playing a key role in drafting the president's budget.

FFIS has summarized proposals in the two reports that would have a fiscal impact on states.

Spending Proposals

Tables 1 and 2 at the end of this document provide a summary of CBO's options and their projected savings, divided between mandatory and discretionary. Table 3 summarizes discretionary proposals from the Heritage Foundation. This analysis doesn't cover the Heritage Foundation's recommendation for mandatory programs because the report doesn't identify federal savings associated with specific proposals.

For discretionary programs, both reports focus primarily on program eliminations or funding reductions. The table below highlights those programs that appear in both reports. For education and justice, specific grants aren't identified in CBO's report.

| Discretionary Grants and Other Items that Appear in Both Reports |
|--|
| State Energy Program |
| Weatherization Assistance Program |
| Head Start |
| Department of Education grants |
| Department of Justice grants |
| Amtrak |
| Davis-Bacon Act |

Mandatory programs (excluding net interest) comprise 62% of the federal budget so it comes as no surprise that changes to these programs would generate significantly more savings than cuts to discretionary programs. For example, CBO's discretionary options identified in this report would yield about \$28 billion in one-year savings, while the mandatory options have the potential to save upwards of \$168 billion, depending on interactions among various policies.

CBO's mandatory options cover several programs, but the themes are similar, as highlighted below.

| Major Themes of CBO's Mandatory Options |
|--|
| Restrict eligibility, benefits |
| Supplemental Nutrition Assistance Program (SNAP) |
| Supplemental Security Income (SSI) |
| Medicare |
| Pell grants |
| Cap or reduce grant levels |
| Medicaid |
| Temporary Assistance for Needy Families (TANF) |
| Graduate Medical Education - teaching hospitals |
| Block grant |
| SNAP |
| Child Nutrition programs |
| SSI |
| Eliminate |
| Affordable Care Act (ACA) coverage provisions |

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Revenues

The CBO list includes 45 specific revenue options. Some of them would affect states directly, others indirectly, while some would have an impact based on state linkages to the federal tax code, or states' shared use of a revenue source.

The table below highlights those that FFIS believes would have the most impact on states. The Heritage Foundation report doesn't include revenue proposals.

| Select CBO Revenue Options with Direct State Impact | | | | | |
|---|---|------------|---------------|--|--|
| (dollars in billions) | | | | | |
| | <u> </u> | Reve | enues | | |
| Option | Additional Details | First year | FYs 2017-2026 | | |
| Limit the deduction for state and local | Caps the deduction at 2% of adjusted gross income, | \$44.1 | \$955.4 | | |
| taxes | effective January 2017 | | | | |
| Expand Social Security coverage to include | Effective for employees hired after December 31, | 0.7 | 78.4 | | |
| newly hired state and local employees | 2016 | | | | |
| Increase all taxes on alcoholic beverages | Standardizes the tax rate on various types of alcohol | 5.2 | 70.4 | | |
| | so all would be taxed at the same rate (\$16/proof | | | | |
| | gallon); effective January 2017 | | | | |
| Impose a 5% value-added tax | Option 1: broad base (effective January 2018) | 180.0 | 2,670.0 | | |
| | Option 2: narrow base (effective January 2018) | 110.0 | 1,770.0 | | |
| Increase excise tax on cigarettes | Raises tax by \$0.50 per pack, beginning January 2017 | 3.0 | 34.9 | | |
| | | | | | |

Next Steps

The options provided in these reports will undoubtedly have more relevance this year than in the past. They provide a sense of the programs (and types of programs) at risk of cuts or eliminations, as well as the types of reforms that could be considered in the months ahead.

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CBO Mandatory Spending Options with State Impact

(dollars in billions)

| | | _ | | l Savings |
|--|---|-----------------|--------------|----------------|
| Option | Additional Details | FY 2016 Funding | First year* | FYs 2017-2026 |
| Health | | | | |
| Impose cap on overall federal Medicaid spending** | Option 1: adjust based on consumer price index for all urban consumers (CPI-U) | \$346.6 | \$34.7 | \$680.0 |
| | Option 2: adjust based on CPI-U plus one percentage point | | 24.8 | 486.3 |
| Impose cap on federal Medicaid spending per enrollee** | Option 1: adjust based on CPI-U Option 2: adjust based on CPI-U plus one percentage point | 346.6 | 46.4 31.9 | 576.5 370.2 |
| Limit state taxes on health care providers | Presents two options for lowering the safe-harbor threshold (currently 6% of provider's net patient revenue) | N/A | 1.4 | 15.0 |
| | Option 1: 5% Option 2: 4% | | 1.4 3.4 | 15.9 39.9 |
| Repeal all insurance coverage provisions of the Affordable Care Act (ACA) | Includes subsidies, Medicaid expansion, Basic Health Program, individual mandate, and other coverage provisions; effective January 2018 | N/A | 81.0 | 1,236.0 |
| Eliminate ACA's individual mandate | Most savings come from a drop in Medicaid enrollment; effective January 2018 | N/A | 26.0 | 416.0 |
| Increase premiums for Medicare (Part B | Option 1: increase basic premiums (effective January 2018) | N/A | 5.0 | 318.0 |
| and Part D) | Option 2: freeze income thresholds for income-related premiums (effective January 2020) | N/A | * | 22.0 |
| | Option 3: both alternatives above (effective January 2018) | N/A | 5.0 | 331.0 |
| Raise the age of Medicare eligibility | Raise the age by two months each year, starting in January 2020; CBO assumes the Medicaid age limit would increase in tandem | N/A | 0.7 | 18.4 |
| Require manufactures to pay a minimum rebate on drugs covered under Medicare Part D for low-income beneficiaries | Effective January 2019; could increase price for new drugs, which would affect other purchasers, such as Medicaid | N/A | 7.0 | 145.0 |
| Consolidate and reduce federal payments | Consolidate Medicare and Medicaid spending into a grant program, with | 10.0 | 1.1 | 31.9 |
| for graduate medical education at teaching hospitals | fixed funding adjusted for CPI-U minus one percentage point | | | |
| Limit medical malpractice claims | Includes a number of reforms; effective January 2018 | N/A | 0.3 | 63.8 |
| Income Security | | | | |
| Reduce Temporary Assistance for Needy Families (TANF) block grant by 10% | Reductions would apply to state family assistance grants | 16.5 | 1.0 | 13.8 |
| Convert Supplemental Nutrition Assistance Program (SNAP) into a block grant | Annual funding (for benefits and administrative costs) would equal 2007 levels, increased to account for inflation | 75.2 | 30.0 | 227.0 |
| Convert child nutrition programs into a block grant | Same as SNAP | 22.2 | 8.0 | 97.0 |
| Convert Supplemental Security Income (SSI) into a block grant | Same as SNAP (eliminates discretionary appropriation for SSI administration) | 64.4 | 5.0 | 93.0 |
| | Eliminates the subsidies for meals and snacks for participants in households with income above 185% of the federal poverty level (FPL), beginning July 2017 | 20.2 | 0.1 | 10.3 |
| Restrict SNAP eligibility | Reduces the monthly income limit for eligibility from 130% FPL to 67% FPL and eliminates broad-based categorically eligibility | 70.1 | 4.4 | 87.6 |
| Eliminate SSI Benefits for Disabled Children | Savings also include a reduction in administrative costs (the discretionary appropriation) | N/A | 11.0 | 113.0 |
| Education | , | | | |
| Eliminate the "add-on" to Pell Grants | Eliminating the mandatory-funded "add-on" would lower the overall maximum grant and slightly reduce the number of eligible recipients | 5.9 | 6.0 | 60.0 |
| Other | | | | |
| Use an alternative measure of inflation to index mandatory programs | Use chained consumer price index (CPI) for Social Security and parameters of other programs (including Medicaid, SNAP, the health insurance marketplace, and child nutrition programs), beginning in calendar year 2018 | N/A | 2.6 | 181.6 |

^{*}Options effective October 1, 2017, unless otherwise noted. For programs with (*), CBO did not provide an amount because the savings are between zero and \$500

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million.

**Medicaid caps would exclude Disproportionate Share Hospital (DSH), Vaccines for Children (VFC), Medicare cost sharing/premiums for dual eligibles, and administrative costs. All options would rely on FY 2016 as the base year, and maintain existing federal matching rates (up to federal limit). The overall cap options would be effective FY 2019; the per enrollee cap options would be effective FY 2020.

CBO Discretionary Spending Options with State Impact

(dollars in billions)

| | | _ | | l Savings |
|---|--|-----------------|-------------|---------------|
| Option | Additional Details | FY 2016 Funding | First Year* | FYs 2017-2026 |
| Department of Agriculture | | | | |
| Eliminate certain Forest Service programs | Includes the Forest and Rangeland Research Program | \$0.5 | \$0.6 | \$5.9 |
| | and the State and Private Forestry Program | | | |
| Department of Education | | | | |
| Restrict eligibility for Pell Grants** | Option 1: restrict eligibility to students with an | 28.4 | 0.5 | 5.2 |
| | expected family contribution (EFC) less than or equal | | | |
| | to 65% of the maximum award (currently 90%) | | | |
| | Option 2: restrict eligibility to students with an EFC | 28.4 | 9.1 | 95.7 |
| | of zero | _ | | |
| Eliminate certain grants | Eliminate grants that fund non-academic programs | N/A | 1.5 | 19.8 |
| | that address the physical, emotional, and social well- | | | |
| | being of students (programs not specified, although a | | | |
| | previous report mentioned 21st Century Community | | | |
| | Learning Center) | | | |
| Department of Energy | | | | |
| Eliminate grants for energy conservation | Includes State Energy Program and Weatherization | 0.3 | 0.3 | 2.7 |
| and weatherization | Assistance Program | | | |
| Environmental Protection Agency | ~! | | 0.0 | |
| Phase out funding for Clean Water State | Phases out over three years | 2.3 | 0.6 | 19.5 |
| Revolving Fund (SRF) and Drinking Water | | | | |
| (SRF) | | | | |
| Department of Health and Human Services | | 0.2 | 0.5 | 02.0 |
| Eliminate Head Start | mont (IIIID) | 9.2 | 9.5 | 92.9 |
| Department of Housing and Urban Develope | | NI/A | 0.5 | 10.7 |
| Increase tenant payments in federally | Gradually increase tenants' rental contribution from | N/A | 0.5 | 19.7 |
| assisted housing | 30% of adjusted household income to 35%; applies | | | |
| | to Housing Choice Voucher Program, public housing, | | | |
| Fliminata Community Davidonment Block | and project-based rental assistance | 2 | 2.2 | 20.0 |
| Eliminate Community Development Block Grant | | 3 | 3.2 | 30.8 |
| Department of Justice | | | | |
| Decrease funding for certain grants | Decrease funding by 25% for certain grants to state | N/A | 0.5 | 5.2 |
| Decrease fullding for certain grants | and local law enforcement agencies, and non-profits | N/A | 0.5 | 3.2 |
| | | | | |
| | (doesn't specify programs but a previous report listed | | | |
| | State and Local Law Enforcement Assistance, Justice Assistance, Juvenile Justice, Community Oriented | | | |
| | | | | |
| | Policing Services, and Violence Against Women) | | | |
| Department of Transportation | | | | |
| Eliminate funding for Amtrak | Includes both subsidies and operating expenses | 1.4 | 1.4 | 14.0 |
| Limit highway funding to expected highway | 5 , 5 | N/A | 6.4 | 57.7 |
| revenues | amount of revenues projected to go the highway | | | |
| | account of the Highway Trust Fund, effective FY 2021 | | | |
| Other | | | | |
| Eliminate funding for National and | | 0.8 | 1.1 | 11.0 |
| Community Service | | | | |
| Repeal the Davis-Bacon Act | Affects many federally funded state and local | N/A | 1.6 | 16.2 |
| | programs, particularly in the Department of | | | |
| | Transportation | | | |

^{*}Unless otherwise noted, options effective FY 2018.

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 $[\]hbox{**Pell Grants savings reflect reductions in mandatory and discretionary spending.}\\$

Table 3

Heritage Foundation Proposals with State Impact

(dollars in billions)

| Proposal | Additional Details | FY 2017 Federal Savings* |
|--|---|-----------------------------|
| Agriculture | | |
| Prohibit funding for National School Lunch program | | \$0.0 |
| standards | | |
| Commerce-Justice | | |
| Eliminate the Office of Community Oriented Policing Services | | 0.3 |
| Eliminate grants within the Office of Justice Programs | Eliminates state and local grants | 1.5 |
| Eliminate Violence Against Women Act grants | | 0.5 |
| Eliminate five Department of Commerce programs | Includes the Economic Development Administration, the Hollings Manufacturing Extension Partnership, and the Advanced Manufacturing Technology Consortia | 0.9 |
| Energy-Water | | |
| Eliminate Office of Energy Efficiency and Renewable Energy | Includes Weatherization and Intergovernmental Program Office | 2.0 |
| Eliminate subsidies for Power Marketing Administrations, | | 0.5 |
| Tennessee Valley Authority, and Rural Utilities Service | | |
| Homeland Security | | |
| Eliminate fire grant programs administered by the Federal | Includes Assistance to Firefighters Grants | 0.6 |
| Emergency Management Agency (FEMA) | | |
| Reduce funding for FEMA's Disaster Relief Fund | | 2.0 |
| Interior-Environment | | |
| Eliminate the National Endowment for the Arts and the | | 0.3 |
| National Endowment for the Humanities | | |
| Eliminate Land and Water Conservation Fund | Rescinds balances | 19.9 |
| Eliminate EPA's information exchange/outreach | | 0.2 |
| Eliminate or reduce six EPA programs | Includes Pollution Prevention and Surface Water Protection | 0.4 |
| Eliminate nine climate programs | Includes Climate Resilience Fund, Green Infrastructure Program, Climate Ready Water Utilities Initiative | 3.7 |
| Eliminate the Diesel Emissions Reduction Act grant | | 0.0 |
| Eliminate environmental justice programs | | 0.0 |
| Labor-Health and Human Services-Education | | |
| Eliminate Head Start | Phases out over 10 years | 0.9 |
| Redirect funding from Planned Parenthood to health centers | | 0.0 |
| Eliminate competitive grants under the Every Student Succeeds Act | | 1.5 |
| Reduce formula grants under the Department of Education | Reduces funding by 10% | 2.3 |
| Eliminate Job Corps | | 1.7 |
| Eliminate Workforce Innovation and Opportunity Act job training programs | Includes Dislocated Worker Assistance, Adult Training, and Youth Training | 3.4 |
| Eliminate Trade Adjustment Assistance | | 0.9 |
| Privatize the Corporation for Public Broadcasting | | 0.4 |
| Transportation | | |
| Eliminate the Federal Transit Administration | Phases out over five years | 4.0 |
| Eliminate grants to Amtrak | | 0.5 |
| Eliminate New Starts Transit Program | | 2.2 |
| Eliminate Transportation Investment Generating Economic | | 0.5 |
| Recovery (TIGER) grants | | 0.5 |
| Eliminate the Appalachian Regional Commission | | 0.1 |
| Other | | |
| Repeal the Davis-Bacon Act | Applies to many federally funded state and local projects | 8.8 |
| Restrict federal funding for sanctuary cities | Applies to homeland security and justice grants | N/A |

*The report doesn't include 10-year projections.

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FFIS Budget Brief 17-04 Page 6

Lofstrom, Diane (WSP)

From: Maki, Bob (WSP)

Sent: Tuesday, March 28, 2017 3:07 PM

To: Thygesen, Mary (WSP); Nashleanas, Eileen (WSP)

Cc: Lofstrom, Diane (WSP)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests **Attachments:** FW: ACTION NEEDED: Federal FY18 appropriations requests

Can we contact program staff on each of the attachments and affirm the figures for FFY17. What Sam is saying is the left column should be total in Federal budget for that grant program (all states); the right column should be state's request.

Can we verify with our programs that submitted these if their numbers are correct based on that?

From: Ricketts, Sam (GOV) [mailto:Sam.Ricketts@gov.wa.gov]

Sent: Monday, March 27, 2017 11:08 AM

To: Maki, Bob (WSP)

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Thanks, Bob. But do we have any actual requests for these programs? These docs just list prior-year funding.

Congress appropriates funding for each federal program, but not each state's share. So the first column - overall federal program request - should include the amount we want to see for the entirety of the federal program. Obviously, this should be enough to ensure our state's desired funding amount from this program next year (which should be listed in the second column). If the latter number is not yet known, that's ok to be left blank.

The most important part of this document is the number in the left-hand column under "state's request."

If you can pull these numbers to insert, please do. If not, disregard the exercise. Sorry for any confusion.

From: Maki, Bob (WSP) [mailto:Bob.Maki@wsp.wa.gov]

Sent: Tuesday, March 21, 2017 1:08 PM

To: Ricketts, Sam (GOV)

Cc: Lofstrom, Diane (WSP); Thygesen, Mary (WSP)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Sam:

Here they are in individual Word documents.

Resp,

Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045

Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) [mailto:Sam.Ricketts@gov.wa.gov]

Sent: Tuesday, March 21, 2017 6:21 AM

To: Maki, Bob (WSP)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason (WSP); Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: RE: ACTION NEEDED: Federal FY18 appropriations requests

Thanks, Bob. Can you send in word format?

From: Maki, Bob (WSP) [mailto:Bob.Maki@wsp.wa.gov]

Sent: Monday, March 20, 2017 5:02 PM

To: Ricketts, Sam (GOV)

Cc: Alexander, Monica (WSP); Thygesen, Mary (WSP); Berry, Jason; Cody, Kathy (OFM); Balasbas, Jay (OFM)

Subject: FW: ACTION NEEDED: Federal FY18 appropriations requests

Mr. Ricketts:

Attached are nine (09) federal appropriations requests for the Washington State Patrol (WSP). They are all for federal grant programs which provide critical funding to our agency and, in some cases, where we pass through funds to local jurisdictions.

If you have any questions, please do not hesitate to call or e-mail me.

Resp, Bob Maki, CFE, CGFM Chief Financial Officer Washington State Patrol (360) 596-4045 Bob.Maki@wsp.wa.gov

From: Ricketts, Sam (GOV) < <u>Sam.Ricketts@gov.wa.gov</u>>

Sent: Wednesday, March 8, 2017 1:37 PM

To: GOV dl State Agency Federal Affairs Contacts

Cc: OFM dl Policy; OFM dl BUDGET

Subject: ACTION NEEDED: Federal FY18 appropriations requests

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Please let me know if you have any questions or require any assistance in preparing federal funding requests.

Thanks.

Sincerely,

SAM RICKETTS

Director, Washington, DC Office | Office of Governor Jay Inslee

Desk: 202.624.3691 | Cell: 360.584.6362

www.governor.wa.gov | sam.ricketts@gov.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.











From: S. K. Martin <smartin@sobran-inc.com> Sent: Thursday, January 12, 2017 6:17 AM To:

Lofstrom, Diane (WSP)

Subject: Individual Terrorism Now the Major Threat



ISIS Scraps Large-Scale Plots for Social Media-**Inspired Lone Killers**

This recent National Counterterrorism Center report cites "small autonomous cells" and "individual terrorism" as today's larger threats.

> "A confidential government report says terrorist groups such as the Islamic State have all but abandoned trying to put together huge plots such as the Sept. 11 attacks and warns counterterrorism agencies of a "new landscape" where lone killers strike..."

The Washington Times

Have you reviewed your mail security process lately? Every mailroom should be prepared for the rising threat of extremists. SoBran's Will Hobbs can provide a short assessment to help guide you. Click here to find out more.

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Your SoBran SafeMail Team

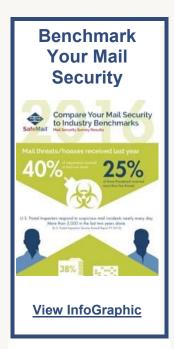
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MAIL THREATS

January 12, 2017



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Young Texas man reportedly sends four letters threatening to assassinate President Obama -

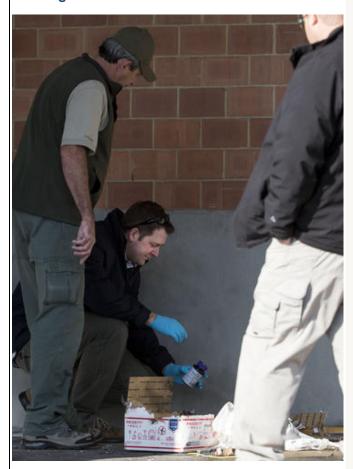
nydailynews.com



Kerr County, TX -- A Texas man has been indicted on charges he threatened to assassinate President Obama.

Read more

Suspicious package reported in LDS Church mail building - desertnews.com



Salt Lake City, UT -- Employees at the mail operations center of The Church of Jesus Christ of Latter-day Saints were evacuated Thursday in response to a suspicious package in the mailroom.





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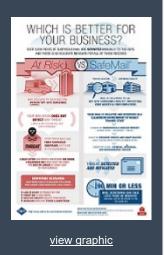




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Is Your Business at Risk?

Offsite screening could be the



Can You Be Sure Your Mail is Safe?

see the video

Read more

Inmate threatened to blow up Myrtle Beach if demands weren't met - myrtlebeachonline.com



Myrtle Beach, SC -- A Myrtle Beach man, who was already in custody at the J. Reuben Long Detention Center, is facing new charges after police say he mailed them a letter from jail, threatening to blow up parts of the city if specific demands were not met.

Read more

Hunter College Professor Receives Hate Mail Following Ivanka Trump Conflict - patch.com



New York, NY -- A Hunter College professor who was kicked off a plane when his husband accosted Ivanka Trump was sent two letters containing anti-gay statements and a mysterious substance at his Upper East Side office, police told Patch.

Read more



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Thoughts? Questions? Comments?

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| Baton Rouge man gets 51 months for threatening to kill Monroe judge - theadvocate.com | |
|---|--|
| | |
| | |
| Shreveport, LA A prisoner who threatened a Monroe judge has been given a four year and three month sentence. | |
| Read more | |
| Threatening letter found in suspicious package left at Heerlen city hall - nltimes.nl | |
| PELITIE | |
| NETHERLANDS A suspicious package left at the Heerlen city hall last week Wednesday contained a threatening letter addressed to th city's mayor Ralf Krewinkel, according to lawyer Sjanneke de Crom, ANP reports. | |
| Read more | |
| SPECIAL INTEREST | |
| U.S. Postal Service rides to the rescue - dailyherald.com | |



Goodland, IN -- We make the discovery 90 minutes too late. The Christmas celebration finally finished at the family farm in Indiana, one sister and niece begin the 12-hour drive to their home in New Jersey before the sun is up.

Read more

This message was sent to diane.lofstrom@wsp.wa.gov from:

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S. K. Martin | smartin@sobran-inc.com | SoBran, Inc. | 2677 Prosperity Avenue, Suite 200 | Fairfax, VA 22031



From: S. K. Martin <smartin=sobran-inc.com@mail249.sea81.mcsv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Wednesday, March 14, 2018 4:45 AM

To: Lofstrom, Diane (WSP)

Subject: Last Chance: Mail Security Survey

Your help benchmarking the industry

The deadline is fast approaching this Friday.

We are conducting the third annual <u>Mail Terrorism Survey</u> and your response is important. It will take you less than 5 minutes to complete the survey. Your feedback will provide a greater understanding of the state of mail security.

Take the Survey: How Prepared Are We for Mail Terrorism?

You will receive a copy of the final report. These <u>past reports</u> helped many respondents benchmark their own preparation for mail terrorism. The deadline is in a couple days

- March 16, so please take the survey now!



Soma K. Martin and your SoBran SafeMail Team

News



Man accused of sending abusive letters with 'suspicious white powder' to Trump Jr., Sen. Stabenow

Washington, D.C. -- A Massachusetts man has been charged with sending numerous envelopes containing abusive, threatening messages and "suspicious white powder" to Donald Trump Jr. and other public figures, federal authorities said. Read more



Stanford Law Prof on Mission to Recall Judge Is Sent Suspicious Powder, Threats

Stanford, CA -- Stanford Law School evacuated part of its campus Wednesday after the professor leading the effort to recall Judge Aaron Persky received an envelope containing a suspicious white powder and threatening note.

Read more



Police fear 'racist' package bomber is on loose after exploding mail kills two African Americans

Austin, TX -- The 17 year-old boy died after picking up a piece of mail from the front doorstep of his home in Austin, Texas Monday, and bringing it into his kitchen, where it exploded.

Read more



White powder sends 3 postal workers for medical care

Colonie, NY -- Three employees at the U.S.

Postal Service's processing and distribution
facility on Karner Road needed medical treatment
after they were exposed to a unknown powder
that came from a package Sunday.



Federal documents outline major fentanyl bust at Charlotte post office

Charlotte, N.C. -- A man accused of trying to pick up two pounds of the highly-potent drug fentanyl at a southwest Charlotte post office made his first federal court appearance Monday.

Read more



Feds: Fentanyl-stuffed teddy bear sent from China to Hamilton men

Butler County, OH -- Two Hamilton men were arrested last month after federal law enforcement intercepted a package containing a teddy bear stuffed with fentanyl, according to court documents.

Read more



White powder mailed to Barack Obama's office building in Washington DC

Washington, D.C. -- Multiple law enforcement agencies are investigating a suspicious package filled with white powder shipped to the building in Washington, DC where former President Barack Obama leases an office.

Read more



In battle with animal rights activists, he sent letter filled with white powder. To himself.

Miami, FL -- Worldwide Primates, a controversial South Florida company that imports monkeys for biomedical research, has long attracted the ire of animal-rights protesters.



Suspicious substances close Lake EMS, Social Security office

Leesburg, FL -- Police and firefighters converged on two Lake County offices Wednesday to investigate suspicious packages, although one quickly proved to be a hoax.

Read more



Leech Lake Council Candidate Receives Suspicious Mail, Threat

Minneapolis, MN -- Officials in Beltrami County are investigating after a Leech Lake Band of Ojibwe council candidate received suspicious mail containing a powdery substance.

Read more



Meghan Markle, Prince Harry face anthrax scare as white powder sent to St. James'



Mysterious Powder Found Inside Envelope At The Federal Court House

Indianapolis, IN -- Several agencies responded to the federal courthouse in downtown Indianapolis Monday afternoon for a report of a "mysterious substance."

Read more



White powder scare at Brooklyn courthouse Brooklyn, NY -- Three people were sickened after coming in contact with a suspicious powder on the eighth floor of a Brooklyn Supreme Court

building Monday afternoon, authorities said.

Palace

ENGLAND -- A suspicious envelope containing white powder was sent to St. James's Palace in London, reportedly addressed to Prince Harry and his bride-to-be Meghan Markle. The Metropolitan Police Force is investigating the incident that occurred on Monday, a law enforcement spokesperson told Fox News.



UK city's passport office on LOCKDOWN over 'suspicious package'

ENGLAND -- Emergency services were scrambled to Peterborough Passport Office after a "suspicious substance" was received.

Read more



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Special Interest



Oshkosh Teams With Ford On \$6-Billion USPS Mail Truck Bid

Ford Motor Co. is working with Oshkosh Corp. on a bid that could be worth more than \$6 billion to develop the next mail truck for the U.S. Postal Service.

Read more











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From: S. K. Martin <smartin@sobran-inc.com>
Sent: Wednesday, May 15, 2019 5:15 AM

To: Lofstrom, Diane (WSP)

Subject: Lessons Learned from the 2019 Mail Security Survey



SYMBOL OF TRUST - TOOL OF TERROR

Lessons Learned from the 2019 SoBran Mail Security Survey

"Mail threats are so common today they don't make the news unless they reach a high-profile target. If you wait to screen until mail terrorism threatens your company, it's too late." -- Amos-Leon' Otis, SoBran Founder & CEO

To assess how organizations are protecting themselves from mail terrorism, SoBran SafeMail conducts an annual survey of security and mailroom professionals.

Click here to view the new 2019 Survey Infographic.

Why Is This Important?

Anyone can be a target. Up from last year, 34% of companies say they received threats in the mail this year. These threats can occur at any time, for any type of organization. They may come from terrorist actions, homegrown extremists, or individuals with a grievance against a particular company

Mail screening is an essential part of an overall security plan that includes physical security and cyber security strategies to protect an organization's staff, assets and reputation.

Understanding how organizations included in this survey address mail security challenges can help security professionals, facilities managers, mailroom staff, and business leaders shape their own risk management practices.

<u>Click here to continue reading about survey findings</u> from the 2019 SoBran Mail Security Survey.



Stay Safe, Soma K. Martin and your SoBran SafeMail Team

News



Illinois lawmakers receive threatening letters

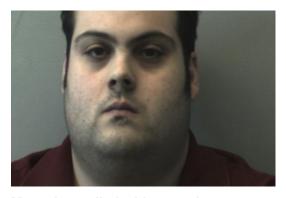
Springfield, IL -- Some Illinois lawmakers received a letter threatening violence against them if changes aren't made to state pensions.

Read more



Letter Threatening President Trump Sent To Chicago's Trump Tower

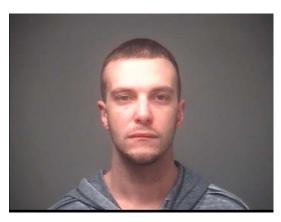
Chicago, IL -- Trump Tower in Chicago received a letter that threatened to kill President Trump, police said Tuesday. The Secret Service says it has taken charge of the investigation.



Man who mailed white powder to Trump's sons gets probation

Boston, MA -- A Massachusetts man was sentenced on Friday to five years of probation after admitting he mailed threatening letters filled with a suspicious white powder to several prominent people, including U.S. President Donald Trump's sons.

Read more



Prison Inmate Indicted For Sending Threatening Letters

Lucasville, OH -- An Ohio prison inmate has been indicted on charges of mailing more than a dozen threatening letters he claimed contained anthrax or fentanyl but proved to be harmless powder.

Read more



White powder causes scare at Havasu Police Department

Lake Havasu City, AZ -- The Lake Havasu Police Department was briefly quarantined Tuesday after an employee found a white powder substance.

Read more



Death threat made against Navy SEAL Gallagher

San Diego, CA -- A death threat written in Arabic was sent to Navy SEAL Chief Eddie Gallagher. The threat was mailed to Naval Medical Center San Diego, where Gallagher is living and restricted to until his court-martial trial begins May 28.



Man who implicated in-laws in terror 'hoax' against school, mall given community sentence

CANADA -- Sent anonymously, the one-page letter was titled "Planning of Terrorist Attack in Edmonton, Alberta (end of April, 2016)," followed by a subject line: "Pakistani and Saudi Arab Daesh Terrorists in Edmonton, Alberta."

Read more



Canada Post building in North Bay shutdown after employee find suspicious package with white powder

CANADA -- Emergency services are analyzing white powder found in a package Friday morning at the Canada Post office in North Bay.

Read more



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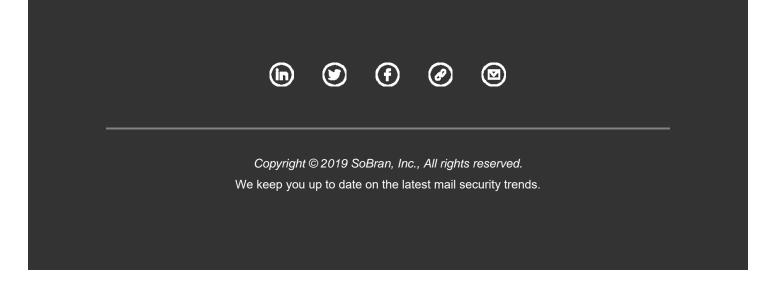
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The Secret Sauce Behind Direct Mail's Resurgence





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From: S. K. Martin <smartin@sobran-inc.com>
Sent: Friday, October 19, 2018 4:45 AM

To: Lofstrom, Diane (WSP)

Subject: Mail Screening Protects President from Suspected Ricin



Mail Screening Diverts Suspected Ricin Letters from Reaching President Trump

<u>Suspected ricin detected in mail sent to Trump.</u> Pentagon -- CNN

Luckily, earlier this month, when envelopes were sent to President Trump and top military leaders containing the natural ingredients used to make the deadly poison Ricin -- they did not reach their destination. They were identified and isolated at a dedicated mail screening facility first. Describing the incident, the FBI has indicated that potentially hazardous chemicals were also found but have not provided additional details.

Why Choose the Mail as a Channel to Harm President Trump?

The President is flanked by Secret Service when in public, locations for his appearances are checked in advance, and visits to the White House are invitation-only and carefully screened. An attacker assumes that an innocent-looking package can easily get mixed into the mountain of mail that the President, like many public officials and business leaders, receives every day.

Are Biological Threats Like Ricin on the Rise?

Ricin is a biotoxin, on the CDC's list of biological threats. Similar to Anthrax, it could be weaponized to cause illness, death, fear, societal disruption, and economic damage. As discussed in <u>previous Insights articles</u>, Bill Gates has warned that "a biological attack by terrorists that could kill up to 30 million people is increasingly likely due to the ease with which pathogens can be created and spread."

<u>Click Here to learn more</u> about Ricin threats and how to keep your organization protected.



Stay Safe, Soma K. Martin and your SoBran SafeMail Team

News



Navy vet arrested in case of poisoned letters sent to White House; ricin ingredients found

Federal authorities arrested a U.S. Navy veteran in Utah Wednesday after suspicious envelopes were sent to President Donald Trump and top military leaders, some of which contained the natural ingredients used to make the deadly poison ricin.

Read more



Suspicious Letters Sent to White House, Pentagon Campus, Ted Cruz Office

Wahsington, D.C. -- Four suspicious letters that appear to have come from the same person were sent to the White House, the Pentagon campus and Sen. Ted Cruz's campaign headquarters in Houston on Monday and Tuesday, law enforcement officials told NBC News.



Suspicious white powder reported at police precinct

Newport News, VA -- The Newport News Fire Department was investigating a hazmat situation where a suspicious white powder was brought to the Central Police Precinct.

Read more



North Texas ricin scare: Inmate sends letter to business claiming it's laced with poison

Wichita County, TX -- A letter sent by an inmate alleging it contained ricin was determined to be harmless after a recent hazmat incident.

Read more



White powder substance found in Meriden office building

Meriden, CT -- A white powder substance was found at a building in Meriden on Friday. It was reported at a building located at 496 South South Broad Street. According to police, the powder was found in an envelope.

Read more



Threatening letter with alleged 'ricin' sent to Sen. Susan Collins' Maine home

Bangor, ME -- A hazardous materials team was called to the Bangor, Maine home of Sen. Susan Collins Monday after a threatening letter containing what its author said was the poison ricin was delivered there.



Austin stalker sent Taylor Swift letters threatening to rape and kill her, feds say

Austin, TX -- An Austin man is facing federal charges after authorities say he sent a slew of increasingly violent letters to Taylor Swift's record label in which he threatened to rape and kill the pop star.

Read more



'Suspicious powder' found at Groton mosque; police investigate as hate crime

Groton, CT -- Police say they are investigating a white powder scare at the Islamic Center of New London as a hate crime.

Read more



Russian Jewish leader injured after package bomb explodes

RUSSIA -- A Russian Jewish leader and his assistant were hospitalized after a package sent by mail exploded in his office.

Read more



Package containing 'white powder' sent to MPs' offices in Houses of Parliament

ENGLAND -- A package believed to contain 'white powder' was sent to MPs' offices at the Houses of Parliament today. Wristbands, one of which read 'multiculturalism is genocide', were also in the suspicious package, reports claim.



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Special Interest



Owl Delivers a Letter

Watch



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From: S. K. Martin <smartin=sobran-inc.com@mail158.suw121.mcdlv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Monday, November 20, 2017 3:50 AM

To: Lofstrom, Diane (WSP)

Subject: Mailroom Workers Face Deadly Fentanyl Dangers

Unchecked mail leads to fentanyl in the US - The Herald-Dispatch

"This isn't like boats of cocaine that can only go to a certain island. Every post office now becomes like the Port of Miami." -Juliette Kayyem

"Customs officers cannot examine every one of the 1 million packages that pass through the JFK facility every day." - <u>USA Today</u>

Burgeoning online sales of the new and highly dangerous synthetic opioid drugs from foreign countries are pouring into the United States via the US Postal Service mail.

On October 26th, President Trump declared the opioid crisis a National Public Health Emergency.

What is the Danger?

Anyone who opens mail at your organization is at risk.

"The drug is so powerful that DEA officials have warned it can kill people just by touching it." - WCVB

Lethal potent synthetic opioid drugs are pouring into the U.S. via international mail daily. Our current United States Postal Service system cannot keep up with the dangers. The packages are reaching homes and businesses, unchecked or undetected.

Suddenly, your organization's mailroom could be unwittingly a drug distribution center.

But more urgently, your mail handlers are at risk for exposure to deadly opioid drugs.

There are states hardest hit such as West Virginia and New Hampshire, but since the drugs are going everywhere, even a more remote location doesn't mean any more safety from this threat.

If you think beyond drug dealers, and how they currently get a deadly envelope through the mail – terrorists and other lone wolf types are sure utilize this dangerous loophole with direct access to your organization. Targeted individuals or companies are just a postage stamp away from danger.

You can safely assume opioid drugs are much easier to obtain than Anthrax or Ricin.

"It's going absolutely everywhere" - CBS News

What is Different About This Threat?

The landscape of synthetic opioid drugs such as fentanyl and carfentanil has changed very quickly. Where drug sellers used to cut heroine with some of the cheaper synthetics, in the name of profit they now have replaced heroine all together with these deadly concoctions. The synthetics are 10-100 times more potent - and therefore more deadly.

It is extremely hard to detect the individual shipments of small quantities, sometimes only several granules.



<u>Click here</u> to read more about how protect your employees against the deadly synthetic opioid drugs pouring into our mailrooms.

As always, I appreciate your comments. smartin@sobran-inc.com

Stay Safe,

Soma K. Martin and your SoBran SafeMail Team

News



Swastika-laden letter with white powder in the envelope sent to New York's Israeli consulate

New York, NY -- A letter adorned with swastikas was mailed to the Israeli consulate in Manhattan,

police sources said Friday. The letter sparked a scare when it was received at the consulate on Second Ave. and E. 42nd St. Thursday afternoon.

Read more



'All clear' at Gateway Community College in New Haven after white powder scare

New Haven, CT -- Despite the "all clear" given at Gateway Community College Monday afternoon, some students and their relatives remained concerned after a section of the college was evacuated due to discovery of a white powder — that later turned out to be harmless.

Read more



KCPD patrol division, police academy given all-clear after suspicious white powder brought inside

Kansas City, MO -- Kansas City police are asking people to contact them or KCFD if they come into contact with a suspicious substance after a woman walked into the Shoal Creek Patrol Division with a cup full of white powder.

Read more



Kitsap school district gets protection order after threatening letters

Port Orchard, WA -- The South Kitsap School District has obtained a protection order against a Port Orchard man after receiving anonymous letters that were vulgar and threatening to staff and students.



Greek Police Arrest Suspect in Letter Bomb Attacks

GREECE-- The police in Greece on Saturday arrested a 29-year-old man who is suspected of being involved in a bomb plot that left one of the country's former prime ministers seriously injured.

Read more



Scottish Parliament evacuation caused by newspaper invitation

SCOTLAND -- Police rushed to the scene after receiving a call at 11.35am this morning and an investigation is ongoing. Firefighters were called and they examined the white powder.

Read more



Mail bomb trial continues; details emerge about other package sent to auto shop

CANADA -- A police bomb robot armed with water cannons wasn't able to destroy a bubble-wrapped bomb before it exploded at a city auto shop two years ago, court heard during an accused bomber's trial.

Read more



Manchester Didsbury Mosque panic after a 'threatening letter containing white powder' was delivered

ENGLAND -- A mosque in Manchester was put on lockdown on Saturday morning after staff received a "threatening" letter containing "white powder". Worshippers fled Didsbury Mosque and Islamic Centre - which was attended by Manchester Arena bomber Salman Abedi - at about 11.40am while cops probed the unknown substance.



Get a free review of your mail screening program by the SafeMail experts at SoBran.

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Special Interest



USPS to deliver more than 15 billion pieces of holiday mail

O come, all ye letters and packages.

This holiday season, the U.S. Postal Service said it expects to deliver more than 15 billion pieces of mail, including 850 million packages. Despite the rise of email and more private package deliverers, USPS says its volume is expected to be 10% more than the same period last year.

Read more

Get the Survey



Addressing Complacency: Lessons from the 2017 SoBran Mail Security Survey

Click Here to download the report findings that provide a powerful tool to overcome complacency and provide hard evidence to help ensure mail screening is a critical component of your overall security plan.











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From: S. K. Martin <smartin@sobran-inc.com>
Sent: Thursday, October 25, 2018 6:45 AM

To: Lofstrom, Diane (WSP)

Subject: NEWS ALERT: Mail Bombs Directed at Clintons, Obama and CNN



NEWS ALERT: Mail Bombs Sent to Clintons, Obama, CNN Offices - and more.

Pipe Bombs Sent to Clintons, Obama and CNN Offices -

New York Times



New York, NY -- Pipe bombs were sent to former President Barack Obama and former Secretary of State Hillary Clinton, as well as to CNN's offices in New York, sparking an intense investigation on Wednesday into whether a bomber is going after targets that have often been the subject of right-wing ire.

Read more

What does this mean for your organization?

Please be extra vigilant for the next few months. These mail threats draw international media attention, and may provoke copycat threats or similar incidents.

For more information about Mail Bombs, please see our recent newsletter information "Explosive Threats in the Mail: What You Need to Know."

S

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From: S. K. Martin <smartin=sobran-inc.com@mail157.atl121.mcsv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Thursday, April 13, 2017 7:46 AM

To: Lofstrom, Diane (WSP)

Subject: Opioid Crisis Spotlights Mail Security Deficits

The opioid crisis spotlights mail security deficits

The opioid crisis has highlighted a major security issue for mailrooms nationwide. Packages are pouring in from unknown international sources, and often contain dangerous and illegal substances.

According to National security analyst Juliette Kayyem in USA Today, "Homeland security has to be about risk reduction and about the vulnerabilities in our system, and while over the past 15 years we've tightened up airline security, cargo security, maritime security, we've done almost nothing with mail... There are actually statements on the dark web that if you want to get drugs into the United States, do not use the private services. Use the good, old-fashioned United States Postal Service."



Ineffective Mail Screening

There are two major issues with screening these international shipments.

- First, the USPS does not require advance electronic screening of mail. According
 to another <u>USA Today article</u>, there is currently a bill under consideration that
 would require the USPS to gather digital information and send the data to
 government agencies. The agencies could then better investigate illegal shipments.
- Second, physical screening is also limited. Customs and Border Protection handles
 more than 275 million parcels through international mail facilities. Todd Owen, an
 official with the agency, revealed this concern, "we're literally taking giant sacks of
 mail and putting it through X-rays, looking for those shipments of concern."

How it hurts your organization

You need to know what is coming through your doors. Parcels that are illegal or endangering employees are compromising your facilities and reputation Relying on the USPS inspection of parcels is not protecting you.

What you can do today

There is a path to protection, with both quick safety improvements and longer term solutions. We are offering a limited-time complementary security assessment customized to your business by Will Hobbs, a former Secret Service agent and security expert. Click here to sign up now.

Stay Safe,

Soma K. Martin and your SoBran SafeMail Team

News



Jewish groups say they are relieved and heartbroken after arrest in JCC threats

U.S. -- American Jewish groups said they were simultaneously relieved and anguished at the

news Thursday that authorities had arrested a young Israeli man for making threats to Jewish schools and facilities in recent months.

Read more



Disgraced Journalist Accused In 8 JCC Threats Appears In Court

New York, NY -- A disgraced former journalist from St. Louis had his first court appearance in Manhattan on Wednesday, on charges that he threatened a number of Jewish community centers to harass an ex-girlfriend.

Read more



Suspicious letter sent to federal courthouse turns out to contain talcum powder

Beaumont, TX -- A suspicious letter delivered to the clerk's office in the Jack Brooks Federal Courthouse Monday turned out to be harmless but will still be investigated as a threat.

Read more



Former SUNY Potsdam student gets probation for threatening letters to professor

Canton, NY -- A former SUNY Potsdam student was sentenced Friday in St. Lawrence County Court to probation for writing and sending threatening notes that "terrorized" a SUNY Potsdam professor.



'The Watcher' Sends Creepy Threatening Letters to Owners of N.J. Mansion

Westfield, NJ -- This is like something out of a horror movie.

When they bought their house several years ago, the owners of a New Jersey home received a series of creepy, threatening letters from a house-stalking weirdo known as "The Watcher."

Read more



Man accused of stealing guns, sending 161-page manifesto to Trump; intense manhunt continues

Milwaukee, WI -- The intensive hunt for a Janesville-area man accused of stealing weapons, threatening an attack and sending an anti-government manifesto to President Trump was in its fourth day with 150 local, state and federal law enforcement officials participating in the search....

Read more



Saskatoon police called to 2 more white powder scares Thursday

CANADA -- For the second time in a day, a suspicious package containing white powder has been discovered in Saskatoon.

Read more



'Anthrax' parcel lands in Infosys with demand for Rs 500 crore ransom

INDIA -- A suspicious parcel with white powder and proclaiming it to be 'Anthrax powder' was delivered at the Sholinganallur office of the Infosys on Tuesday.



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Special Interest



Beware of Dog: U.S. Postal
Service Announces City
with Most Dog Attacks on
Mail Carriers

USA -- This increase in online shopping has also led to a surge in package deliveries and the demand for faster and more convenient delivery options. With more postal workers on the road to help meet these needs, another less savory number is on the rise

as well.

Is your screening protecting you?

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Lofstrom, Diane (WSP)

From: S. K. Martin <smartin=sobran-inc.com@mail36.suw151.rsgsv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Wednesday, August 15, 2018 6:24 AM

To: Lofstrom, Diane (WSP)

Subject: The Secret to a Comprehensive Security Plan



The Secret to a Comprehensive Security Plan

What is the Challenge?

Comprehensive company security should involve more than just security guards at the entrance and protecting online servers. A myriad of risks must be mitigated. These could include:

Physical facility

Fraud, embezzlement and theft

Environmental

Human capital and health

Info/intellectual property loss

Information and Cybersecurity

Product or supply chain risk

Regulations and compliance

Terrorism

Political Instability

Natural Disasters

The list has gotten very long in the past couple decades. However there is a risk that is far too often overlooked, and is the secret to a complete plan to protect your employees, your facility and your reputation.

Mail Security is the Secret to Comprehensive Organization Security

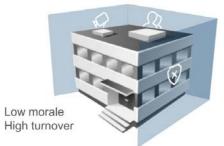
Your Mailroom or package delivery is the 'forgotten back door' that can be easy entry to do harm.

WITHOUT MAIL SECURITY

You have an open door for extremists and disgruntled individuals to get threats in.

Disrupting business

- Facility shut downs
- Endangered personnel
- · Damaged assets



<u>Click Here to learn more</u> about how Mail Security can complete your organizational security plan, and how you can ensure your facilities are well protected.

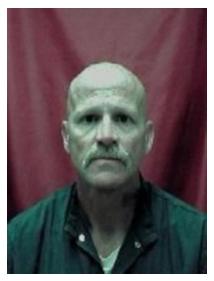






Authorities respond to Dept. of Corrections after white powder falls from letter

Tallahassee, FL -- The Tallahassee Fire
Department says they responded to the Florida
Department of Corrections after an employee
stated that she opened a letter from an inmate
and a small amount of white powder fell out of it.
Read more



U.S. Attorney: Las Vegas prisoner threatened to kill Reno judge, family

Reno, NV -- A Nevada prisoner was accused of sending threatening letters to a Reno federal judge after she dismissed a lawsuit he had filed against several correctional officers in Las Vegas.

Read more



Eric Trump Claimed "White Powder" Has Been Sent To Every Member Of His Family

It's no secret that being the president is a dangerous job as you are in a high-stakes position running a nation filled with differing opinions. In 2018, this is still true — just ask the Trump children. During an interview on Fox News' Hannity, President Donald Trump's son Eric Trump said that "white powder" has been mailed to every member of his family.

Read more



Man in jail on sexual abuse charges accused of threatening alleged victim with letter

Ohio County, KY -- A man facing charges of sexual misconduct dating back to 1989 is now accused of writing a victim a threatening letter from jail.



Sessions targets 10 areas in U.S. for crackdown on the sale of fentanyl

Concord, NH -- Attorney General Jeff Sessions on Thursday ordered federal prosecutors in 10 areas that have been especially hard-hit by overdose deaths from fentanyl to bring drug charges against anyone suspected of dealing the synthetic opioid, regardless of quantity.



White powder found in package at Bon Secours St. Francis being tested

SUSPICIOUS PACKAGE CAUSES HOSPITAL SCARE

Greenville, SC -- Greenville police say the scene at Bon Secours St. Francis Health System's Eastside campus was cleared and roads reopened Tuesday after a suspicious package prompted a scare.

Read more



Record amount of fentanyl seized in **Tangipahoa Parish**

Ponchatoula, LA -- The Tangipahoa Parish Sheriff's Office reports they've seized a record amount of prescription grade fentanyl in a multiagency operation.

Read more



Harmless white powder causes evacuation of Niagara County Courthouse

Niagara County, NY -- Three court employees were temporarily quarantined and decontaminated after a white powder fell from an envelope about noon Monday in the Niagara County Courthouse in Lockport.



Operation 'You've Got Mail' nets 27 suspected inmates

Bay County, FL -- Bay County Sheriff Tommy
Ford reports the recent culmination of operation
"You've Got Mail," an investigation into the
organized introduction of contraband into the Bay
County Jail and distribution of synthetic drugs
into the community.

Read more



This drug-busting agency has more power than the DEA, but we can't tell how they use it

The United States Postal Inspection Service has a commitment to privacy, but a look at local drug investigations found that postal inspectors are spending a lot of time with canine companions, and not to play fetch.

Read more



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Special Interest



Dogs that LIKE the Mail Delivery Person!

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Lofstrom, Diane (WSP)

From: S. K. Martin <smartin=sobran-inc.com@mail19.atl281.mcsv.net> on behalf of S. K.

Martin <smartin@sobran-inc.com>

Sent: Wednesday, September 19, 2018 4:50 AM

To: Lofstrom, Diane (WSP)

Subject: UPDATE: Opioids in the Mailroom



UPDATE: Fentanyl and Opioids in the Mail Room

Senate votes to make it harder to ship fentanyl to U.S. by mail -- Dayton Daily News

"By closing the loophole in our mail screening and holding the Postal Service to the same standard as private carriers, we can give law enforcement the tools to keep these dangerous synthetic drugs out of our communities." Senator Rob Portman

Senate Joins House in Passing Bill to Limit Postal

Service Role in Opioid Crisis -- Government Executive



"The legislation would bring requirements currently enforced on private shipping companies to the Postal Service by 2021, when the mailing agency would transmit the advanced electronic data, or AED, to Customs and Border Protection on 100 percent of international packages. USPS, which currently only collects the data on 40 percent of

inbound international packages, would have to provide the information on 70 percent of packages by the end of this year. "

Last November we reported on <u>Opioids in the United States Postal Service</u>, and the danger to mailroom workers and anyone who opens mail in your organization.

Legislators have been working for over a year to fill loopholes and try to stop the inundation of opioids in the mail. With the passage of this latest legislation, we are a step closer to ensuring greater mail safety as well as helping those who are vulnerable to opioid addiction.

What is this Legislation?

This legislation is a conglomeration of about 70 bills that address differing aspects of the United States opioid crisis -- everything from providing more access to medical-assisted treatment to measures preventing "doctor-shopping" in order to obtain opioid prescriptions.

<u>Click Here to learn more</u> about how this new legislative effort will affect your mail security, and when we might begin to see its positive effects.

Stay Safe, Soma K. Martin and your SoBran SafeMail Team

News



Trump accuses China of sending opioids through Postal Service

Washington, D.C. -- President Trump accused China of sending opioids to the United States by mail and urged the Senate to act without "delay" to pass legislation that would cut off the drugs.

Read more



Members of Raleigh synagogue receive threatening letters in the mail, police say

Raleigh, NC -- Police and the FBI are investigating after several members of a local synagogue received threatening letters over the weekend.

Read more



Conn. Authorities Investigating Multiple White Powder Incidents

Hartford, CT -- A man is being questioned after authorities responded to multiple white powder incidents in Hartford Wednesday afternoon, according to the U.S. Attorney's Office.

Read more





Man accused of sending Donald Trump Jr. white powder to plead guilty

Boston, MA -- The man accused of sending Donald Trump Jr. a threatening letter laced with a suspicious white powder is set to plead guilty to 19 charges, according to federal prosecutors.

Pennsylvania prisons are locked down after 'unknown substances' leave 29 hospitalized

Hampden, PA -- After an Albion, Pa., prison rushed five employees to the hospital on Wednesday, the Pennsylvania Department of Corrections ordered a statewide lockdown of its prison system.

Read more



State Prisons Grapple With Opioid Contamination

Hours after more than two dozen people were sickened by apparent opioid poisoning at an Ohio prison on Wednesday, Pennsylvania locked down its state prisons, citing similar incidents in recent weeks.

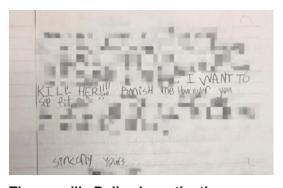
Read more



'Get at least 30 of you before you kill me': Inmate who threatened Trump, FBI sentenced

Cincinnati, OH -- An Ohio inmate was sentenced today in federal court after he sent signed letters to the FBI threatening to kill agents and also sent letters threatening President Donald Trump.

Read more



Thomasville Police investigating threatening letter by high school student

Thomasville, GA -- Thomasville Police
Department is investigating a letter written by a high school student which contains detailed threats to kill.



Port Alice man's fingertips 'blown off' by mail bomb

CANADA -- Nepper's wife, Shirley Bowick, told CHEK News that the package exploded on Tuesday when her husband opened it in their Clark Drive home.

Read more



Salonen Allegedly Targeted CryptoPay with a Mail Bomb and Sent Death Threat to MPs

SWEDEN -- The 42-year-old man stands charged with sending an explosive device and threatening letters. He was arrested at Stockholm's international airport after returning to Sweden from Thailand this May.

Read more

BUSINESS INSIDER

Man charged over mail bomb, threats to Swedish gov't members

DENMARK -- Swedish prosecutors have charged a 42-year-old man with attempted murder for sending a letter bomb to a company in Britain and over threatening letters he sent to two dozen lawmakers in Sweden, including government members.

Read more



French parliament evacuated over white powder sent to Jewish lawmaker

FRANCE -- Dozens of firefighters evacuated a part of the building housing the French parliament following a letter containing slurs against a Jewish lawmaker, along with a several grams of white powder.



White powder letters sent to American, Israeli embassies in Berlin

GERMANY -- The American and Israeli embassies in Berlin were the latest recipients of threatening letters containing a suspicious white powder.

Read more



Suspicious white powder sent to Langford law office

CANADA -- West Shore RCMP say a number of people went through a decontamination process after a suspicious package containing an unknown white powder and an anonymous threatening letter arrived at the Hemminger Law Group offices in Langford on Friday.

Read more



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Special Interest



Man charged with smuggling scorpions, millipedes through the mail











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Lofstrom, Diane (WSP)

From: S. K. Martin <smartin@sobran-inc.com>
Sent: Friday, November 16, 2018 5:15 AM

To: Lofstrom, Diane (WSP)

Subject: What We Learned from the Ricin and Mail Bomb Attacks



6 Things We Learned from the Recent Ricin and Mail Bomb Attacks

1. The Threat is Real

"These are not hoax devices." FBI Director Christopher A. Wray

The Washington Post

Many times, the news we hear about mail terrorism involves a hoax effort. While they continue to investigate the possibility of detonation, there is no question these were intended to be explosive mail bombs to do harm.

The devices found so far have been called improvised explosive devices (IEDs), and they can be very deadly. Learn more about the <u>threat of explosives in the mail</u> as well as the <u>threat of biological hazards</u> from our earlier newsletters.

2. Dangerous Attacks are Making it Through the U.S. Mail

"..the U.S. Postal Inspection Service website says "the overwhelming volume of mail does"

not permit the Postal Service to screen every piece."



There are a lot of questions surrounding how pipe bombs could travel such distances through the U.S. Mail -- and even get to their destination without being detected. Screening protocols are in place for the USPS, but the volume is such that not all pieces get screened.

And the danger of biological threats getting through is even greater due to their small quantities. X-ray or bomb dogs cannot detect biological threats. In order to mitigate all possible danger, mail screening is an important component to your organization's overall security plan.

To learn about the other four things concerning these recent attacks Click Here.

Stay Safe, Soma K. Martin and your SoBran SafeMail Team



News



Mail bomb suspect Cesar Sayoc being held without bond

New York, NY -- Mail bomb suspect Cesar Sayoc will be held without bond after making his first appearance Tuesday in a federal court in New York.

Read more



Grady County Courthouse evacuated due to white powder scare

Chickasha, OK -- The Grady County Courthouse was evacuated following a white powder scare in the treasurer's office. At about 9 a.m. on Tuesday, a person in the Grady County Treasurer's Office opened a piece of mail and white powder emitted from the envelope.

Read more



Police: White powder sent to federal courthouse not hazardous

Buffalo, NY -- A package opened at the federal courthouse in Buffalo Tuesday morning contained a suspicious substance but was later deemed not hazardous, Buffalo police said.

Read more



South End Polling Location Reopened After White Powder Scare

Boston, MA -- Earlier this evening white powder was reported to have been found in an absentee ballot envelope at 735 Shawmut Ave. A hazmat unit, along with police and fire crews helped evacuate the building, but just before 5:30 p.m. the crews gave the all clear.



New York man arrested for threatening to kill two US senators over backing Supreme Court Justice Brett Kavanaugh

Smithtown, NY -- A New York man was arrested Friday morning for allegedly threatening to murder and assault two U.S. senators because of their support for the successful nomination of Brett Kavanaugh to the Supreme Court, federal authorties said.

Read more



White powder that led to Parksville post office evacuation turns out to be grooming product

CANADA -- An unidentified white powder that was found on a parcel at the Parksville post office has turned out to be grooming powder.

Read more



Man Accused of Sending White Powder to Eric Trump, Donald Trump Jr. Pleads Guilty

Boston, MA -- A man from Massachusetts has pleaded guilty to federal charges of sending threatening letters filled with white powder to Erick Trump, Donald Trump Jr. and a Democratic U.S. Senator on Wednesday in Boston federal court.

Read more



Emergency crews respond to 'white powder' incident in Farmington

Farmington, CT -- For the second time in less than 24 hours, emergency crews are responding to a Farmington office building for a 'white powder' incident.



Mysterious white powder sent to judge who jailed Tommy Robinson for contempt of court

ENGLAND -- It is understood to have been delivered to the general office at the court before being identified as potentially dangerous. Emergency services were scrambled to the court at 11:44am following reports of a "suspect item of mail".

Read more



Man sentenced for mail bomb, threats to Swedish lawmakers

SWEDEN -- A Swedish man was convicted of attempted murder Friday for sending a letter bomb to a bitcoin company in London and also convicted of sending threatening letters to lawmakers in Sweden, including government members.

Read more



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US Postal Service Announces
Holiday Shipping Deadlines
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Washington State Patrol Budget and Fiscal Services Contract Notification Form

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| 33. SHIP NUMBI | <u> </u> | los trougrams and and | | 44 744 | | | | | laz ausakı | |
| 33, STIP NUMBI | ER . | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYN | EN1 | • | | | 37. CHEÇK N | (. |
| | | - | | COI | APLETE | | ARTIAL [| FINAL | | |
| PARTIAL 38, S/R ACCOUN | FINAL NUMBER | 20 8/8 //01/04/5 9/04/55 | 40. PAID BY | | | | | | 1 | |
| , on A00001 | TI TONDER | 39. S/R VOUCHER NUMBER | TV. FAID 81 | • | | | | | | |
| 41a, I CERTIFY | THIS ACCOUNT IS O | ORRECT AND PROPER FOR PA | YMENT | 42a. RI | CEIVED BY | (Print) | | | | |
| 41b. SIGNATUR | E AND TITLE OF CE | RTIFYING OFFICER | 41c, DATE | | | | | | | |
| | | | - | 42b. Ri | ECEIVED AT | (Locati | ion) | | | |
| | | - | | 42c. DA | TE REC'D (Y | Y/MM/ | (OO) | 42d, TOTA | CONTAINERS | · · · · · · · · · · · · · · · · · · · |
| | <u> </u> | | | j | | | | <u> </u> | | • |

| CONTINUATION SUCCE | REFERENCE NO. OF DOCUMENT BEING CONTINUED . | PAGE OF | |
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| —————————————————————————————————————— | REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-13-0015 | ٦ | 3 |
| NAME OF OFFEROR OR CONTRACTOR | · · | <u> </u> | |
| Abs | \cdot | | |

STATE PATROL WASHINGTON DEPARTMENT OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | имт (D) | UNIT PRICE | AMOUNT (F) |
|-----------------|---|-----------------|--|------------|------------|
| | WSP shall provide covered services: | | | | |
| | A) At a flat rate of \$400.00 for the first 150 calls; | | | | |
| | B) Additional calls up to 4,999 calls per month shall be billed at \$2.70 per call; | | The state of the s | | |
| | C) For monthly total calls at 5,000 or more, all calls from the 151st call shall be billed at \$2.45 per call for that month. | | | | |
| | Other services under this agreement include training of new USFS officers and shall be provided as necessary and invoiced separately. | ** | | | |
| | The total obligated amount is an estimate; only actual and customary charges will be invoiced and paid. | | | | |
| | Payments will be made monthly, inarrears, following receipt of the vendor's invoice and acceptance of the included services. | | | | , , |
| | NOTE: SUBMIT INVOICES DIRECTLY TO THE CONTACT AT THE BLOCK 18a ADDRESS IN THE MIDDLE-RIGHT OF PAGE 1. | | | | |
| | Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | | | | |
| | The total amount of award: \$14,500.00. The obligation for this award is shown in box 26. | Pompany August | | | , |
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modification | Washington State Patrol Date 06/20/13 Budget and Fiscal Services Contract Notification Form TAS i⊠ Billable over \$10.000 Billable under \$10,000 Other: Payable WSP Contract Number Other Contract Number A/R Number C140044GSC (1) AG-05G2-P-13-0015 Contract Start Date Contract End Date CFDA No. **OFSR** 5/1/2013 ☐Yes ☐No 9/30/2013 Contract Title Radio Communications Contractor Name Contractor EIN/SSN U. S. Forest Service Contractor Contact Address 1835 Black Lake Blvd SW, Suite A, Olympia WA 98512-5623 Contractor Contact Name Contractor Contact Phone BFS Contracts Specialist Name Mr. Dan Johnson 360-956-2474 Terri Johnson Contractor E-Mail Address Contractor Contact Fax BFS Fiscal Analyst Name 360-956-2277 danjohnson03@fs.fed.us Teresa Morgan WSP Project Manager/Position No. WSP Section/Division/Bureau BFS Budget Analyst Name Mark Layhew COM **Shawn Eckhart** Modification 1 beginning 7/1/2013 rate change for dispatch calls. \$400 for first 150 calls, \$2.78 per call up to 4,999 calls, 10% discount at \$2.50 per call 5,000 or more calls back to 151 calls. Other services under this agreement shall be provided as necessary and invoiced separately. Contract Amount Position Signature and Date Previous \$0 Grants and Contracts Manager Contract Amount Allot: Yes No Amendment \$0 **Budget Manager** Amount Unanticipated Receipt: Yes Revised Total \$0 **BFS Administrator** Amount Accounting Manager

| | Account | | | | Sub/ | | Revenue C | ode | | Percent/ |
|-----------------------------------|---------|---------|--|-----------|------------------|----------------|-----------------|--------------|---------------|------------|
| Master Index | Code | EA | PI | Project | subsub Object | Major Group | Major Source | Sub Source | Billable Code | Amount |
| 0000RC1V | 081 | 030 | 00390 | RC1V | | 04 | 20 | | RC1V | Com Div |
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| | | | the state of the s | Billable | e Contracts | Only | | | | * |
| Regular Time | | | □No | Special | Rules: | | | | | |
| Overtime | | | ☐ No | | | | | | | |
| Voluntary Ove | rtime | Yes | ⊠ No | | | | | | | |
| Mileage | | | ☐ No | | | | | | | |
| Allow Leave | | Yes | ⊠ No | Position | s hard-code | d to con | tract: | Yes 🛛 N | 0 | |
| Captain Overt | ime | Yes | ⊠ No | Indirect | Costs 🖂 🕆 | Yes [| ☐ No | Rate: | | |
| Limit By Org C | Code | | □No | Primary | Org Code: | | | | | |
| External Conti | ract | | □No | Other O | rg Codes: | | | | | |
| Type of Recei | pt: 🔯 F | Revenue | ☐ Inter | agency Re | eimburseme | nt | Reco | very of Expe | nditure | |
| Distribution: 2 300-365-522 (R | | Manager | ⊠ Fiscal Ar | nalyst [| ⊠Budget An | alyst | ☐ Other | | | <u>→</u> . |

WSP CONTRACT NO.: C140044GSC

| AMENDMI | ENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE 0 | F. PAGES | |
|---|--|--|--------------------------------------|--|-------------------------|---------------------|--------------|-----------------|
| 2. AMENDME | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | / REO | UISITION/PURCHASE REQ. NO. | le oc | 1 OJECT NO | Marrie | 3 |
| 0001 | | | 6428 | MANAGEMENT OF THE PROPERTY OF | 3. FF | OJECT NO | . (II applic | aulaj |
| 6. ISSUED BY | Y CODE | 05/01/2013 05G2 | | INISTERED BY (If other than Item 6) | CODI | - 1 | | |
| OT VMDTO | 8 | 0362 | - 7.700 | · · | CODI | - | | |
| | NATIONAL FOREST LACK LAKE BLVD SW STE | 70 | | i 🍇 | | | | |
| ATTN D | OAN JOHNSON 360 956 24 | A 7.4 | | | S# | | | 191 |
| | 956, 2277 | /4 | 1 | * | | | | 2 |
| | WA 98512-5623 | 8 2 | ļ | | | | | 1.00 |
| V21111 1,11 | MA 30312 3023 | | | 8 565 | | | • | |
| 8. NAME AND | ADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | (v) 9A | AMENDMENT OF SOLICITATION NO. | ==== | | | |
| | (12) | | (x) | | | ¥33 | | * ₀ |
| | ATROL WASHINGTON DEPAR | RTMENT OF | 1 L | ¥ × | | | | |
| | RRI JOHNSON | 8 | 9B. I | DATED (SEE ITEM 11) | | | | |
| | AND FISCAL SERVICES | Si . | | 3 | | | | |
| O BOX 4 | | * * * | x 10A. | MODIFICATION OF CONTRACT/ORDER | NO. | | | |
| 15000337 | | | AG | -05G2-P-13-0015 | | | | |
| DLIMPIA | WA 98504-2602 | * * * | | <u> </u> | | , | • | |
| 2005 | | 3 998 | 10B. | DATED (SEE ITEM 13) | | | | |
| CODE 15 | 00033791# | FACILITY CODE | 05 | /29/2013 | | | | |
| | | 11. THIS ITEM ONLY APPLIES TO A | MENOME | NTS OF SOLICITATIONS | | | • | |
| separate lett THE PLACE virtue of this to the soliciti | ter or telegram which includes a reference to EDESIGNATED FOR THE RECEIPT OF O amendment you desire to change an offer ation and this amendment, and is received | es of the amendment; (b) By acknowled, o the solicitation and amendment numbe FFERS PRIOR TO THE HOUR AND DA already submitted, such change may be prior to the opening hour and date specie | iging recei ers. FAIL ATE SPEC | pt of this amendment on each copy of the our | offer subn | nitled; or (c) | Ву | |
| 12. ACCOUNT | ING AND APPROPRIATION DATA (If requ | ired) | 2 12 19 | | | | | • |
| 500.ZZ | .ZZ.ZZZZZZ.ZZZZZZZZZZ.ZZ. | | | | | 45 | | |
| | 13. THIS ITEM ONLY APPLIES TO MO | DIFICATION OF CONTRACTS/ORDERS | S. IT MOD | DIFIES THE CONTRACT/ORDER NO. AS D | ESCRIBE | D IN ITEM | 14. | |
| CHECK ONE | A TUIS CHANCE ORDER IS ISSUED BY | IDOLUNE TO 10 11 11 11 11 11 | | | 140 | | | |
| 9 | A. THIS CHANGE ORDER IS ISSUED PU ORDER NO. IN ITEM 10A. | TO. (Specify authority) THE | CHANGE | S SET FORTH IN TEM 14 ARE MADE IN | THE CON | TRACT . | | # ³² |
| | | | | and the second s | * | | | |
| . x | B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH I | N ITEM 14, PURSUANT TO THE AUTH | HE AUM HORITY O | NISTRATIVE CHANGES (such as change F FAR 43,103(b). | s in payin | g office, · | | |
| | C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT TO AU | ITHOUT | (OE: | | | | |
| | | :. | JIIIOMII | | 9 | 5 3 0 | 12 | 19 |
| 3 | D. OTHER (Specify type of modification as | nd authority) | -1175 | | | | | |
| х | DESCRIPTION OF VENDOR | 20, 1000 | NTMC | TILL 1 0010 | | | 0.9 | 25 |
| | | | | | | | - | |
| . IMPORTANT | Literature 1 | x is required to sign this document and | | 1 copies to the issuir | | | | ٠. |
| ASHINGT | ION OF AMENDMENT/MODIFICATION (C ON STATE PATROL: PRO ENT, FISCAL YEAR 2013 | VISION OF RADIO COMM | MUNICA | TIONS SERVICES, USFS | REGIO | ON-6 L | AW . | * |
| ODIFICA | TION #01 ADDS LANGUAGE | E TO CORRECTIV DESCR | י שפדו | APPITCATION OF NEW PER | י זמי) | , pame | g | |
| EGINNIN | G JULY 1, 2013. | - TO GOVERNOTHI DESCK | TIDE F | TENTONITON OF MEM SEP | -CHTI | LATE | 3 | |
| | 5 Jul 1, 2013. | | 29 | | | | | |
| EE LINE | ITEM 01 FOR DETAILS. | 30 | Ŀ | (a) | | | 8 | |
| | 01 TON DETAILS. | · 60 | | | | | | |
| 8 | | E (40) | | - 126 F | | | 700 | |
| * | | 4 % | | | | | 16 | |
| | "a | · | 800 | 5 | * | | 9 | ų. |
| ontinui | | 3 | | | | * * | | 50 - |
| ontinue | | S C | | 3 | 50 | | | * |
| A NAME AND | ded herein, all terms and conditions of the cond | rocument referenced in Item 9A or 10A, | as hereto | fore changed, remains unchanged and in fo | ull force a | nd effect. | 2 | |
| Kids | h-Hesdith | man hanger | DAN W | ME AND TITLE OF CONTRACTING OFFI | CER (Typ | e or print) | | |
| SECONTRAC | TOR/OFFEROR , | 15C. DATE SIGNED | 16B. HI | TED STATES OF AMERICAN | | . 16C. | DATE SIC | SNED |
| | ignalure of person authorized lo sign) | - 6/2// | | All (Signature for Signature f | n | 7 | 6/19 | 12013 |
| SN 7540-01-15 revious edition | | 113 | | sı sı | | FORM 30 | (REV. 10 | -83) |
| | ninagoia | V | | | escribed I AR (48 CF | by GSA R) 53.243 | | ¥ |

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| · · · · · · · · · · · · · · · · · · · | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
| CONTINUATION SHEET | AG-05G2-P-13-0015/0001 | 2 | 3 |
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NAME OF OFFEROR OR CONTRACTOR
STATE PATROL WASHINGTON DEPARTMENT OF

| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------|---|-----------------|-------------|-------------------|---------------|
| | Payment: | | | | |
| - | OLYMPIC NATIONAL FOREST | | | | , |
| | 1835 BLACK LAKE BLVD SW STE A | | - | | |
| | ATTN ROXANNE HERSHEY 360 956 2438 FAX 360 956 2277 | | | | |
| | OLYMPIA WA 98512-5623 | | | | |
| | Agency Code (4): FS00 Program Code (25): | ٠,٠ | | | |
| | 1360NFLE0613 BOC: 2670 Sub BOC (2): ZZ Cost Org | | | | |
| | (7): ZZZZZZZ Job Code (8): ZZZZZZZZ Sub Cost Org | | | | , , |
| | (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZ Budget Org (7): ZZZZZZZ | | | | |
| . , | Sub Budget Org (2): ZZ Report Category (4): ZZZZ | | | · | |
| | FOB: Destination | | | | |
| | Period of Performance: 05/01/2013 to 09/30/2013 | | | · | |
| | | • | | ` | |
| • | Change Item 001 to read as follows (amount shown | | | • | , |
| | is the obligated amount): | , | | | |
| | | | | ï. | · |
| 001 | MODIFICATION #01 ADDS LANGUAGE DESCRIBING NEW | 14500 | DO | 1.00 | 0.00 |
| | PER-CALL RATES TO BE APPLIED BEGINNING JULY 1, | | | | |
| | 2013. THE METHOD OF MONTHLY INVOICE CALCULATION | | | | • |
| | IS ALSO CLARIFIED. | | | | • |
| | Beginning July 1, 2013, the following rates apply: | | | · | |
| | Per adjusted rates in effect as of July 1, 2013, | | | | |
| | WSP shall provide covered services: | | | · | , |
| | | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) | | | | · |
| | of \$400.00 that includes the first 150 calls; | | | | |
| | B) Additional calls (from call #151 up to and | , , | | | l . |
| . • | including 4,999 calls per month) shall be billed | Ť | | | |
| • | at \$2.78 per call (the first 150 are billed at | · | | | |
| | \$400.00, as in "A" above); | | | | • |
| | C) The mouthly total colleget 5 000 or move all | | | . • | |
| | C) For monthly total calls at 5,000 or more, all calls from the 151st call shall be billed at | | | | |
| | \$2.50 per call for that month (the first 150 are | , | | | |
| | billed at \$400.00, as in "A" above) | | | | , |
| | | | | | |
| • | ORIGINAL TEXT APPEARS BELOW AND THE RATES THERE APPLY TO MAY AND JUNE 2013 ONLY. | | | | |
| | APPLI TO MAI AND JONE 2013 ONLI. | | ŀ | | |
| | | | | | |
| | REQNR: WA State Patrol Radio Communications | | | | • |
| | | | | · | |
| | This purchase order obligates funds for radio communications services amongst USFS and other | l | | • | • |
| | Continued | | | | |
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| CONTINUATION SHEET | AG-05G2-P-13-0015/0001 | . , | 3 | 3 |
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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AN | MOUNT |
|----------|---|--|-------|---------------------------------------|-----|-------|
| (A) | (B) | (c) | (D) | (E) | | (F) |
| | law enforcement entities per Washington State | | | | | |
| • | Patrol (WSP) Agreement currently numbered No. | | | | | |
| | C120440GSC (1), (UPDATE AS NECESSARY) for the | 1 | 1 | | • | |
| ÷ | remainder of Federal Fiscal Year 2013, which | | ĺ | | , | |
| | includes the period of May 1, 2013 - September | ļ | | • | | |
| | 30, 2013. | ĺ | | . • | | |
| | |] | | , | | |
| | A copy of the agreement (originally numbered | | | | • • | |
| | C100123GSC) is attached for reference. | İ | | | | |
| | | } |] ' | | | |
| | The geographic area covered by this agreement and | | 1 | | | |
| | purchase order includes all of Washington State | | | , | | |
| | as the entire state lies within US Forest Service | | } . ' | | | |
| | Pacific Northwest Region 6. | | 1 | | ! | |
| | | ., | | | | |
| | RATES (for MAY 1 - JUNE 30, 2013 ONLY): | | Į ļ | | | |
| | Per adjusted rates in effect as of July 1, 2011, | • | | .' | · · | |
| | WSP shall provide covered services: | | | | - | |
| | war shall provide covered services. | | | | | |
| | A) At a flat rate of \$400.00 for the first 150 | | ١. | | | |
| | calls; | | | | | |
| | Calls, | · | ļ | | · | - |
| | B) Additional calls up to 4,999 calls per month | . | ١ ١ | • | , | |
| | shall be billed at \$2.70 per call; | | | | | • |
| | | | | | | |
| | C) For monthly total calls at 5,000 or more, all | | | | | , |
| | calls from the 151st call shall be billed at | | | | | |
| | \$2.45 per call for that month. | | | | · | |
| | | | | <i>,</i> , | | |
| | Other services under this agreement include | Ì | | | _ | |
| | training of new USFS officers and shall be | | | , | ŕ | |
| | provided as necessary and invoiced separately. | |] , | | | |
| | | | | ı | , | |
| , . | The total obligated amount is an estimate; only | | | | | • |
| • | actual and customary charges will be invoiced and | | | , | | |
| | paid. | | | | | |
| · | December will be made monthly drawnong |] | | | | |
| | following receipt of the vendor's invoice and | | | | | |
| | acceptance of the included services. | ' | ŀ | | | |
| | deceptance of the included pervious. | } | | | | |
| | NOTE: SUBMIT INVOICES DIRECTLY TO THE CONTACT AT | | | | | |
| | THE BLOCK 18a ADDRESS IN THE MIDDLE-RIGHT OF PAGE | | | | | |
| • | 1. | | } | · · · · · · · · · · · · · · · · · · · | | |
| | Product/Service Code: R426 | | | | | |
| | Product/Service Description: SUPPORT- | | | | | |
| | PROFESSIONAL: COMMUNICATIONS | - | ļ I | , | | |
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| AMENDMENT OF SOLICITATION/MODI | FICATION OF CONTRACT | |
|---|--|---|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) |
| 0001 | 07/01/2015 | 739269 |
| | DE 05G2 | 7. ADMINISTERED BY (If other than Item 6) CODE |
| OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW ST ATTN DAN JOHNSON 360 956 FAX 360 956 2277 OLYMPIA WA 98512-5623 | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., s | street, county, State and 7IP Code) | (A) 9A. AMENDMENT OF SOLICITATION NO. |
| NASHINGTON STATE PATROL - | | (x) |
| ATTN JULIE HANNAH | | 9B. DATED (SEE ITEM 11) |
| BUDGET AND FISCAL SERVICES PO BOX 42602 | | |
| 1500033791 | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. AG-05G2-P-15-0009 |
| DLYMPIA WA 98504-2602 | | 10 0002 1 10 0000 |
| | | 10B. DATED (SEE ITEM 13) |
| CODE 1500033791# | FACILITY CODE | 05/12/2015 |
| | 11. THIS ITEM ONLY APP | PLIES TO AMENDMENTS OF SOLICITATIONS |
| | n offer already submitted, such cha and is received prior to the openin | UR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by ange may be made by telegram or letter, provided each telegram or letter makes and hour and date specified. |
| 13. THIS ITEM ONLY APPLIES | TO MODIFICATION OF CONTRACT | TS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. |
| A. THIS CHANGE ORDER IS ISSU ORDER NO. IN ITEM 10A. | JED PURSUANT TO: (Specify auth | nority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT |
| B. THE ABOVE NUMBERED CON appropriation date, etc.) SET F(| TRACT/ORDER IS MODIFIED TO DRTH IN ITEM 14, PURSUANT TO | REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, D THE AUTHORITY OF FAR 43.103(b). |
| C. THIS SUPPLEMENTAL AGREE | MENT IS ENTERED INTO PURSU | JANT TO AUTHORITY OF: |
| X FAR 52.212-4(c) Ch | | |
| D. OTHER (Specify type of modification) | ation and authority) | |
| E. IMPORTANT: Contractor is no | ot. X is required to sign this do | ocument and return 1 copies to the issuing office. |
| 14. DESCRIPTION OF AMENDMENT/MODIFICAT | ION (Organized by UCF section he | eadings, including solicitation/contract subject matter where feasible.) |
| MODIFICATION NO. 01: EXTE | | ANCE PERIOD THROUGH SEPTEMBER 30, 2015 AND ERVICE RATES |
| | IS CALL SERVICING | MARGU 01 TIME 20 2015 FOR HE FOREST CERVICE |
| | | , MARCH 01 - JUNE 30, 2015, FOR US FOREST SERVICE STATE. |
| | | |
| | | |
| REGION-6 LAW ENFORCEMENT W | WITHIN WASHINGTON | STATE. |
| REGION-6 LAW ENFORCEMENT W Continued Except as provided herein, all terms and conditions | WITHIN WASHINGTON s of the document referenced in Iter | STATE. m 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. |
| REGION-6 LAW ENFORCEMENT W | WITHIN WASHINGTON s of the document referenced in Iter | STATE. |
| REGION—6 LAW ENFORCEMENT W Continued Except as provided herein, all terms and conditions | WITHIN WASHINGTON s of the document referenced in Iter | m 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TIPLE OF SONTRACTING OFFICER (Type or print) DANIEL W. JOHNSON SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED |
| REGION—6 LAW ENFORCEMENT W Continued Except as provided herein, all terms and conditions 15A. NAME AND TITLE OF SIGNER (Type or print) | WITHIN WASHINGTON s of the document referenced in Iter | om 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TIPLE OF CONTRACTING OFFICER (Type or print) DANIEL W. JOHNSON |

Prescribed by GSA FAR (48 CFR) 53.243

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 AG-05G2-P-15-0009/0001
 2
 4

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | 1 1 | UNIT PRICE | AMOUNT |
|----------|---|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Payment: INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0615 BOC: 2540 FOB: Destination Period of Performance: 03/01/2015 to 09/30/2015 Change Item 001 to read as follows(amount shown is the obligated amount): | | | | |
| 001 | MODIFICATION No. 01: This purchase order also obligates funds for radio communication services as described below for the period July 1, 2015 through September 30, 2015, the remainder of Federal Fiscal Year 2015. WSP implemented a new agreement beginning July 1, 2015 numbered K-10779. This agreement contains updated rates based on the Contractor's most recent rate study. The agreement document will be signed by both parties, will cover from July 1, 2015 through June 30, 2017, and will be distributed as to all parties. See "K10779 RATES" below for the updated service rates. | | | | 0. |
| | AGREEMENT # K-10779 RATES (7/1/15 - 9/30/15): Per adjusted rates in effect as of July 1, 2015, WSP shall provide covered services: | | | | |
| | A) Radio Dispatching: at a flat rate (Minimum Service Charge, MSC) of \$400 per month that includes the first 150 calls/transactions; | | | | |
| | B) Additional calls (from Call #151 up to and including 4,999 calls per month) shall be billed at \$3.06 per call (the first 150 are billed at \$400.00, as in A) above); | | | | |
| | C) For monthly total calls/transaction at 5,000 or more, all calls from the 151st call shall be billed at \$2.75 per call/transaction, representing a 10% discount. | | | | |
| | D) Communication training: includes actual salaries/benefits, mileage and indirect costs, i.e. fully-burdened rates. The billable code is Continued | | | | |
| | | | | | |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| NO. .) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------|---|-----------------|-------------|-------------------|---------------|
| | for communications division training services | | (1) | (30) | |
| | only at: \$61.50 per hour regular time and | | | | |
| | overtime at \$88.45 per hour. Each of these rates | | | | |
| | are fully-burdened. | | | | |
| İ | 44. 24.21 24.24.04. | 1 | | | |
| | The other services described at "D)" under this | | | | |
| | agreement includes training of new USFS law | | | | |
| | enforcement officers and shall be provided as | | | | |
| | necessary and invoiced separately. | | | | |
| | necessary and involved separatery. | 1 | 1 | | |
| | The total obligated amount is an estimate; only | | 1 | | |
| | actual and customary charges will be invoiced and | 1 | l | | |
| | paid, as defined and described in the rate | | 1 | | |
| | schedules above. The purchase order will be | | | | |
| | modified as necessary during the performance | | | | |
| | | 1 | 1 | | |
| | period. | | | | |
| | Payments will be made monthly, in arrears, | | | | |
| | following receipt of the vendor's invoice and | | | | |
| | acceptance of the included services. | | | | |
| | acceptance of the included services. | | | | |
| | See the 'Base' version's Line Item 01 text below: | 1 | | | |
| | bee the base version s bine reak or text below. | | | | |
| | | | 1 | | |
| | REONR: WA State Patrol Radio Communications | | | | |
| | | | 1 | | |
| | This purchase order obligates funds for radio | | | | |
| | communications services amongst USFS and other | | | | |
| | law enforcement entities per Washington State | | 1 | | |
| | Patrol (WSP) Agreement numbered No. C140410GSC, | | | | |
| | for the period of March 1, 2015 through June 30, | | l | | |
| | 2015. See "C140410GSC RATES" below. | | | | |
| | | | | | |
| | This purchase order will be modified to extend | | 1 | | |
| | the performance period to September 30, 2015, the | | İ | | |
| | remainder of Federal Fiscal Year 2015, when the | | 1 | | |
| | new WSP-USFS agreement document, # K-10779 is | | 1 | | |
| | finalized and signed. | | l | | |
| | | | | | |
| | The geographic area covered by this agreement and | | 1 | | |
| | purchase order includes all of Washington State | | ĺ | | |
| | as the entire state lies within US Forest Service | 1 | 1 | | |
| | Pacific Northwest Region 6. | | | | |
| | | ĺ | | | |
| | AGREEMENT # C140410GSC RATES (3/1/15 - 6/30/15): | | | | |
| | | | | | |
| | Per adjusted rates in effect as of July 1, 2013, | 1 | | | |
| | WSP shall provide covered services: | | | | |
| | | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) | | | | |
| | Continued | | | | |
| | , | | | | |
| | | 1 | | . | |
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| | | | | | |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-15-0009/0001
 PAGE OF 4
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NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| TEM NO. (A) | SUPPLIES/SERVICES | QUANTITY | 1 1 | UNIT PRICE | AMOUNT |
|-------------|---|----------|-----|------------|--------|
| (H) | (B) | (C) | (D) | (E) | (F) |
| | of \$400.00 that includes the first 150 calls; | | | | |
| | B) Additional calls (from call #151 up to and | | | | |
| | including 4,999 calls per month) shall be billed | | | | |
| | at \$2.78 per call (the first 150 are billed at | | | ļ | |
| | \$400.00, as in A) above); | ĺ | | | |
| | C) For monthly total collaboration 5 000 cm many | | | | |
| | C) For monthly total calls at 5,000 or more, all calls from the 151st call shall be billed at | | | 1 | |
| | \$2.50 per call for that month (the first 150 are | | 1 1 | , | |
| | billed at \$400.00, as in A) above). | | | | |
| | Daymont will be made monthly fallering | | | | |
| | Payment will be made monthly, following completion of the work, inspection and acceptance | 1 | | | |
| | of the completed work by the Government's | | | | |
| | technical representative and submittal of monthly | | | | |
| | invoices via the US Treasury's IPP system. | | | | |
| | Product/Service Code: R426 | | | | |
| | Product/Service Description: SUPPORT- | | | | |
| | PROFESSIONAL: COMMUNICATIONS | | | | |
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register with the IPP system.

FBI Division
Site Name
Site Number

SEATTLE Code 30(d) Code 30(d) 09/30/2021

License Expiration Date

STANDARD FBI ANTENNA SITE

LICENSE RENEWAL

| Reference is made to the agreement dated | 10/01/2011 | |
|---|--|---|
| between the LICENSOR: | Washington State Patrol | |
| | P.O. BOX 42602 (BUDGET AND FISC | CAL SERVICES) |
| | POC: Julie Hannah | A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| | Olympia, WA 98504-2602 | |
| POC: | JULIE HANNAH | |
| POC Phone: | 360-596-4063 | |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIG | ATION |
| For use of the following facilities: | Code 30(d) | |
| September 30, 2016. The extension of this License fee is \$276.67. Due to the Congreresolution basis at the beginning of the fis funds needed to issue a purchase order for be issued for a portion of the year until all | s License Agreement is contingent upon Cessional budget process whereby the Federal year and continuing until the budget for the entire yearly amount may not be avail funding has been provided to the programe will be processed outside the purchase opent. FBI, Bldg 27958A, Quantico, VA 22135, | |
| Licensor Acknowledgement: | Lance of the state | |
| Date: | | |
| Date. | | |
| NOTICE The Federal Government has created the System increases visibility of vendor source for the Federal Government. Every vendor vendors are sent to the banking information enters into sam.gov is not accessible to an | ces for specific supplies and services as we or registered in sam.gov has a unique Dur on that is tied to the DUNS number in san yone other than the vendor. It is necessal banking account information where payme | rell as establishes a common source of vendor data a and Bradstreet (DUNS) number. Payments to a gov. The banking information that the vendor ry for the Licensor to ensure that the FBI has the ents will be sent. The Licensor (vendor) is required |
| NOTICE The Federal Government has created the System increases visibility of vendor source for the Federal Government. Every vendor vendors are sent to the banking information enters into sam.gov is not accessible to an correct DUNS to use which contains the beto keep the sam.gov registration up-to-date. | ces for specific supplies and services as we or registered in sam.gov has a unique Dur on that is tied to the DUNS number in san yone other than the vendor. It is necessal banking account information where payme | rell as establishes a common source of vendor data and Bradstreet (DUNS) number. Payments to an agov. The banking information that the vendor ry for the Licensor to ensure that the FBI has the ents will be sent. The Licensor (vendor) is required as correct. |
| NOTICE The Federal Government has created the System increases visibility of vendor source for the Federal Government. Every vendor vendors are sent to the banking information enters into sam.gov is not accessible to an correct DUNS to use which contains the bette to keep the sam.gov registration up-to-date. PAYMEN | ces for specific supplies and services as we registered in sam.gov has a unique Duron that is tied to the DUNS number in san yone other than the vendor. It is necessary anking account information where payme and to ensure the banking information is | n and Bradstreet (DUNS) number. Payments to n.gov. The banking information that the vendor ry for the Licensor to ensure that the FBI has the ents will be sent. The Licensor (vendor) is required a correct. |



CO41069FED



| II IOONS | F | urchase Orde | er for | Supplies or Servi | ices | | |
|-----------------|---|---|--|---|--|--|-----------------------------|
| 1. Date of | | N402835 | 3. Mo | d. No. | 4. Mod | . Date | 5. Page No. |
| ACCE P. O | ntractor (Name, Address and Zip Code); INGTON STATE PATROL. SS SECTION . BOX 42619 PIA WA | | | 7. Ship to (Consignee and FEDERAL BUERF BLDG # QUANTICO, | 127958 | ip Code): OF INVESTIONS BA, SUPPLY | |
| 32km 1 f 1 | 713 WO | 98504-261 | 9 | | | | 22135 |
| PROP ROOM | POMICE (Address correspondence to): RAL BUREAU OF INVEST ERTY PROCUREMENT & M 6875, JEH F.B.I. BL INGTON, D. C. | | ŧ2795€ | OF INVESTI BA, SUPPLY | | | |
| 10. Busir | ness Classification | 11. F.O.B. Point DESTINAT | TON | | 12. Dis | count Terms NET 30 DAYS | 3 |
| | | | 13. S | chedule | | | |
| Line No. (A) | Supplies or Services (B) | 1 | | Quantity Ordered (C) | Unit (D) | Unit Price (E) | Amount (F) |
| 0001 | INTEGRATED WIRELESS **** ALL PAYMENTS BY THE BE MADE BY ELECTRON SHALL PROVIDE THIS SUBMIT SF-3881 FORM IF THIS INFORMATION THE INVOICE WILL BE SHALL BE RETURNED. | GOVERNMEN IC FUNDS T INFORMATIC TO: FBI, RM. 935 WASH | QUII RAN: COI 198: FENI ING | NDER THIS ORI SFER (EFT). N EACH INVOIC MMERCIAL PAYM Z, J. EDGAR H MSYLVANIA AVE TON, D. C. 2 ABLE TO TME C | DER SI THE V E OR IENTS IOOVEF NUE A POSSS IOVERA | IALL. ENDOR UNIT BLDG .W. MENT, | 2044584.65 |
| ☐ A. Pu | e of Order orchase - Please furnish the following under the terms, specified on both sides of this order, the above quot ndicated, and the attached sheets, if any, including de ed. | ation tained on this sid | e only of | livery order is subject to instruction this form and is issued subject to t ve-numbered contract. | | Total | XXXXXXXX uctions on Reverse |
| Point of | Contact - Purchase Order Information: | | | 16. United States of Ame By (Signature) | erica | | |
| | Contact - Invoice Payment Status; reial Payments Unit - (202) 324-5614 | | | 17. Name (Typed) Title: Contracting Offi | cer | XX; | < |





| | Purchase Ord | er for | Supplies or Servi | ces | | | |
|--|---|---|---|--------------|-------------------------|--------------------|--|
| IMPORTANT: Mark all packages and papers with c 1. Date of Order 2. Order No. | ontract and/or order nu | mbers 3. Mod | I. No. | 4. Mod | I. Date | 5. Page No. | |
| The state of the s | 4N402835 | Servez Granden | 2 | | | | |
| 6. To Contractor (Name, Address and Zip Code): WASHINGTON STATE FATROL. | | | 7. Ship to (Consignee and | l address, Z | ip Code): OF TNVESTI | SATTON | |
| ACCESS SECTION | | | | | 3A, SUPPLY | | |
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| OLYMPIA WA | 00000 A - 0 Z - | | | | 7375 d 2012 | | |
| | 98504-26: | I.Y | 0.0-1111 | | 8 | 22135 | |
| 8. Issuing Office (Address correspondence to): FEDERAL BUREAU OF INVES | TIGATION | | 9. Send Invoice to: FEDERAL BU | REAU | OF INVESTI | GATION | |
| PROPERTY PROCUREMENT & | | | | | BA, SUPPLY | TECH. | |
| ROOM 6875, JEH F.B.I. B | LDG . | | QUANTICO, | VA | | | |
| WASHINGTON, D. C. | 20535 | | | | | 22135 | |
| 10. Business Classification | 11. F.O.B. Point | | | 12. Dis | scount Terms | | |
| | DESTINAT | CION | | | NET 30 DAY | 3 | |
| | | 13. Sc | chedule | | | | |
| Line No. Supplies or Services | | | Quantity Ordered | Unit | Unit Price | Amount | |
| (A) (B) | | | (C) | (D) | (E) | (F) | |
| ALL ITEMS ARE TO BE AND CONDITIONS AS UNDERSTANDING BETWEE THE DEPARTMENT OF INTEGRATED WIRELES **** DEPARTMENT OF JUST REQ. J-829894 CC 1 | SET FORTH I BEN THE WAS JUSTICE, IN S NETWORK ICE INFORMA | IE MEMORANDUM STON STATE PA FORT OF THE | i OF | AND | | | |
| 14. Type of Order □ A. Purchase - Please furnish the following under the terr | ns, and Delivery | / - This deli | very order is subject to instruction | is con- | Grand | Add posta see | |
| Conditions specified on both sides of this order, the above q number if indicated, and the attached sheets, if any, including | uotation tained on this sid | de only of the | nis form and is issued subject to the e-numbered contract. | | Total 🔻 👱 | ,044,584.65 | |
| CUNTRACTOR NUMBER | WAS9850400 | | | | See Instru | ıctions on Reverse | |
| Point of Contact - Purchase Order Information: | | | 16. United States of Ame By (Signature) | rica | 0.0 | | |
| MARGARET DOWN EINSPAHR | | Drough 1) (IMA CAMA) | | | | Tilesen | |
| 703-632-1842 Point of Contact - Invoice Payment Status: | | 17. Name (Typed) Walkgaret D. Einspahl Contracting Officer MDE | | | | | |
| Commercial Payments Unit - (202) 324-5614 | | | Title: Contracting Office | cer 13 | CONTRACIDA | of Investigation | |
| | | | rine. Contracting Office | ei H | ederal Bureau | OPICINIAL | |

Purchase Order Terms and Conditions

52.232-1. Payments (Apr 84)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount carned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date talls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(cs): http://www.amet.gov.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Applicable to purchase order for supplies or services:

| 52.203-3 52.203-5 52.203-7 | Covenant Against Contingent Fees (Apr 84) Anti-Kickback Procedures (Jul 95) | 52,222-26 | Equal Opportunity (Apr 2002) (applies when aggregate value exceeds \$10,000) Equal Opportunity for Special Disabled Veterans, Veterans of Victnam Era and other eligible veterans (Dec 2001) |
|----------------------------------|--|------------------------|---|
| 52.211-16 | Variation in Quantity (Apr 84) (pennissible variations are stated in the schedule) | 52.222-36 52.222-37 | Affirmative Action for Workers with Disabilities (Jun 98) Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001) |
| 52.213-1 | Fast Payment Procedure (Feb 98) | | was a second of the second of |
| 52.213-2 | Invoices (Apr 84) | 52.232-34 | Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99) |
| 52.213-3 | Notice to Supplier (Apr 84) | 52,233-1 | Disputes (Jul 2002) |
| 52.213-4 | Terms and Conditions - Simplified Acquisitions (other than commercial items) | 52.243-1 | Changes - Fixed Price (Aug 37) |
| | (Jul 2002) | 52,246-1 | Contractor Inspection Requirements (Apr 84) |
| 52.219-8 | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000) | 52,249-1 | Termination for Convenience of the Government (Apr 84) (Applies when contract \$100,000 or less) |
| 52.222-3 | Convict Labor (Aug 90) | | |
| 52.222-4 | Confract Work Hours and Safety Standards | | |

Applicable to purchase orders for supplies:

Act-Overtime Compensation (Sept 2000)

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP) is hereby amended as follows:

Section 4 SCOPE is revised to include the following:

"The IWN project as described in the MOU is expanded to include the completion of the southern loop of the WSP OC-3 microwave backbone and creating three stub connections off of the southern loop. The southern loop includes microwave for the Idaho border area. The southern loop project will connect the Code 30(d) district office to multiple RF and hop sites. Collectively, these projects are referred to as the Integrated Wireless Network-East (IWN-East) project."

The WSP shall reserve to the DOJ the bandwidth capacity, per IWN design specifications, regardless of the level of DOJ use, for the life of this MOU.

Section 5 FUNDING WSP C shall be replaced with the following: "The WSP shall provide to DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2014. This does not include those fees charged by other entities other than the WSP for other IWN-related equipment and services."

Section 15 MAINTENANCE is revised to add the following statement: "The WSP is responsible for maintaining all IWN exterior antenna systems and feed lines up to the entry point into buildings."

Section 17 SERVICE LEVEL RESPONSE is revised to add the following statement: "The WSP shall respond to service outage within twelve (12) hours of problem recognition by either WSP or DOJ. The WSP shall follow its current protocol, attached as Exhibit E, for service outage response."

Section 18 REAL PROPERTY LEASES is revised to add the following statement: "WSP shall secure all lease or license modifications necessary to support the IWN project for compound expansion required for IWN with the mutual agreement of the DOJ." Costs associated with site expansion charged by other entities will be paid by DOJ through the WSP serving as point of contact.

Section 19 SITE ACCESS is revised to add the following statement: "The WSP and the DOJ shall follow the WSP site access protocols for federal agencies which are attached as ${\tt Exhibit}\ {\tt F.''}$

Section 20 INTERFERENCE RESPONSIBILITIES is revised to add the following statement: "Responsibility for resolving interference issues shall be resolved according to Western Washington Cooperative Interference Committee protocols which are attached as Exhibit G."

Exhibit C IWN-East Roles and Responsibilities is attached hereto and incorporated into the MOU herein.

Exhibit D IWN-East Cost Summary/Payment Schedule is attached hereto and incorporated into the MOU herein.

The Contracting Officer's Technical Representative (COTR) for this MOU shall be Fred Hunt Zumwalt. All goods and services invoiced under this contract shall be verified as correct and confirmed as received, completed and "authorized for payment" by the COTR or his designated alternate.

Funding of this amendment is contingent upon Congressional approval of the funding needed to cover the services contemplated herein.

All other terms and conditions of this MOU remain in full force and effect.

This AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this AMENDMENT.

U.S. DEPARTMENT OF JUSTICE

STATE OF WASHINGTON WASHINGTON STATE PATROL

musaux D. Margaret D. Einspahr Contracting Officer

FOR: John R. Batiste,

Wireless Management Office

Exhibit C

IWN-EAST ROLES AND RESPONSIBILITIES

1. GENERAL

- A. <u>Task Areas</u>. The following roles and responsibilities are identified by task area and apply to each of the worksites identified in Exhibit D, IWN-East Cost Summary/Payment Schedule, unless expressly changed herein.
- B. <u>Project Period of Performance</u>. The DOJ and the WSP agree that all sites identified in Exhibit D shall be "radio ready" by 3:00pm on December 31, 2006. The COTR will be responsible for confirming and communicating the "radio ready" status of each site upon completion.

2. DEFINITIONS

COTR: Contracting Officer's Technical Representative.

Hop Site: Site required for operating the WSP microwave communications system for the IWN-East Project.

JPO: The Joint Program Office of the U.S. Department of Justice.

Radio Ready: All site, building, tower, antenna and connectivity work completed, as per design specifications and validated by the COTR, with the site ready for the installation of RF radio equipment.

RF Site: Site required for operation DOJ radio systems for the IWN-East project or other DOJ use.

SCIP: Site Candidate Information Package.

3. RESPONSIBILITES

- A. <u>Electrical</u>. The DOJ JPO will be responsible for electrical work at RF sites. The DOJ JPO will provide WSP with a junction box with 220V, 30A breaker at all RF and Hop sites to support WSP microwave installations. The WSP shall provide load requirements estimated through June 30, 2007 to JPO. JPO will be responsible for procuring and installing 48V battery plants up to the fuse panel at all sites; the WSP shall provide specifications to JPO for the battery plants. B. <u>Generators</u>. The JPO will procure and install, as required by surveys and SCIPS, new generators at RF and Hop sites. Each generator delivered to WSP will offset the total contract price by \$200 per generator.
- C. \underline{HVAC} . The JPO will upgrade HVAC at RF and Hop sites as required by surveys and SCIPs.

- D. <u>Shelters</u>. The JPO will provide new shelters at RF and Hop sites as required by surveys and SCIPs.
- E. <u>Towers</u>. The JPO will perform tower studies at all RF and Hop sites. The JPO will upgrade towers or procure and install new towers at RF and Hop sites as required by surveys and SCIPs. By mutual determination between the WSP and DOJ, the WSP will reuse towers when possible and if cost effective. Each tower disassembled and delivered to WSP will offset the total contract price by \$1,000 per tower.
- F. Relocation of Tenants. The WSP shall relocate tenants from existing towers to new towers as necessary to implement the IWN-East project. The WSP shall be responsible for relocating any non-IWN equipment in buildings. The DOJ JPO will move any IWN equipment.
- G. <u>Permitting</u>. The WSP shall be responsible for all zoning, NEPA, and SHPA requirements at each site.
- H. <u>Antennas and Feed Line</u>. For new towers, the DOJ JPO will install WSP microwave dishes during the installation of JPO antenna systems if WSP microwave dishes are present and ready for installation. For collocating new equipment on existing towers, WSP will install and test all WSP and JPO antennas.
- I. Interior Grounding. The JPO will be responsible for interior grounding at all RF and Hop sites except for $\frac{\text{Code }30(d)}{\text{code }30(d)}$ and $\frac{\text{Code }30(d)}{\text{code }30(d)}$ sites. The WSP shall be responsible for coordinating with the site owners the exterior grounding at $\frac{\text{Code }30(d)}{\text{code }30(d)}$ and $\frac{\text{Code }30(d)}{\text{code }30(d)}$ sites.
- J. Exterior Grounding. The JPO will responsible for exterior grounding at all RF and Hop sites except for $\frac{\text{Code }30(d)}{\text{Code }30(d)}$ and $\frac{\text{Code }30(d)}{\text{Sites}}$. The WSP shall be responsible for coordinating with site owners the exterior grounding at the $\frac{\text{Code }30(d)}{\text{Code }30(d)}$ and $\frac{\text{Code }30(d)}{\text{Sites}}$.
- K. <u>Scheduling</u>. The JPO and the WSP will coordinate work schedules to ensure that no more than one link outage per day is experienced during this project.
- L. <u>Hazardous Materials</u>. The WSP shall provide the JPO with any hazardous materials/asbestos information relevant to this project that is in WSP's possession. The JPO will assist with asbestos abatement expenditures up to a maximum of \$1,000.00 per site. This abatement will be limited to work directly related to the required JPO site revisions, and does not include abatement for the entire site, unless site revisions are extensive enough to require it.
- M. <u>Site Access</u>. Site access protocols for the IWN-East project will be consistent with WSP's current protocols for federal agency site access. These protocols are attached in 'Exhibit F WSP Federal Agency Site Access Protocol'.

N. <u>Interagency Meetings</u>. The WSP shall hold project status meetings once per month or as mutually agreed upon with JPO. The DOJ will provide representation at these meetings.

4. INVOICING AND PAYMENT.

- A. <u>Invoices</u>. The DOJ will reimburse the WSP by General Project Costs and worksite as identified in Exhibit D. The costs in Schedule D are subject to a determination of costs reasonableness as defined above in this Amendment. Each invoice submitted by the WSP to the DOJ for payment shall identify the cost per site billed for the invoice period and total costs as of the invoice period. The WSP shall invoice the DOJ monthly.
- B. <u>Retainage</u>. The DOJ will retain 20% of each worksite total cost until that worksite has been completed and accepted by the DOJ. There is no retainage for General Project Costs.
- C. <u>Claims</u>. Claims for payment submitted by the WSP to the DOJ for costs due and payable under this MOU as specified in Exhibit D that were incurred prior to the expiration date shall be paid by the DOJ within 90 days after the end of the Project Period of Performance.
- D. <u>Federal Payments</u>. In compliance with the Debt Collection and Improvement Act of 1996, all Federal payments will be made by electronic fund transfer. Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions of the Prompt Payment Act, Federal Acquisition Regulation 52.232-25. For the purposes of this MOU, The timeline for processing invoices will begin once the invoice is received by the Federal Bureau of Investigation Contracting Office.

IWN East Cost Summary/Payment Schedule

| Sabriss and Benefits | | General Project | Code 30 | (d) | | | | | | | | | | |
|--|--|-----------------|---------|---------|--------------------|---------------------------------------|---------|--|---------|---------|-------------|---------|-----------------|------------|
| Contracts Services 80.5 982 37.882 56.038 54.428 40.078 45.183 59.796 57.770 81.611 58.880 50.518 47.405 7.704 7 | Salarias and Banafite | Costs | | ` / | 23 817 | 23.817 | 23 817 | 23.817 | 23.817 | 23 817 | 23 817 | 23.817 | 23.817 | |
| Tayle 7.222 | | | | | | | | | | | | | | |
| Equipment/Software 1178_684 76.918 119.724 118.294 118.294 119.523 128.666 119.552 27.440 118.320 118.064 171.012 Policet Costs 2.276.856 15.4539 208.010 203.761 194.046 188.455 21.015 206.340 34.005 20.0769 196.652 249.455 Indirect Costs 102.200 8.344 8 | | 000,552 | | | | | | | | | | | | |
| Direct Costs | | 1 172 634 | | | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | | | | | | |
| Total | | | | | | | | | | | | | | |
| Total Project Costs 2.372.828 2.20.83 2.151.54 2.121.05 202.930 196.799 225.845 216.705 344.434 216.333 207.986 257.600 7.014 Project Costs 2.510.109 176.736 236.660 233.316 222.629 225.319 248.430 249.211 333.276 246.783 228.762 266.470 Total Project Costs 2.372.828 12.947 172.116 169.884 161.912 157.439 180.676 173.964 276.747 173.067 165.272 206.240 Total Remiturement** 2.372.828 12.947 172.116 169.884 161.912 157.439 180.676 173.964 276.747 173.067 165.272 206.240 Total Remiturement** 2.372.828 12.947 172.116 169.884 161.912 157.439 180.676 173.964 276.747 173.067 165.372 206.240 Total Remiturement** 2.372.828 12.947 172.116 20.209 42.401 40.476 30.380 45.199 43.941 686.87 43.26 | | | | | | | | | | | 8,344 | 8,344 | 8,344 | |
| Contingency 27.288 23.058 21.515 21.211 20.239 25.520 25.585 32.506 34.443 32.450 20.707 38.670 17.018 Project Costs 2,510,109 176,736 23.680 233.316 222.629 26.319 24.8430 24.921 383.278 248.783 228.782 296.470 17.018 Project Costs 2,510,109 176,736 23.670 17.018 Project Costs 2.510,709 176,736 23.680 23.316 22.629 26.319 24.8430 24.921 383.278 248.783 228.782 296.470 17.018 Project Costs 2.510,709 176,736 23.680 23.510 24.921 40.478 25.050 45.169 43.541 69.687 43.267 41.393 25.150 25.1 | | | | | | 202.390 | 196,799 | 225.845 | 216.705 | 348,434 | 216,333 | 207,965 | 257,800 | |
| Total Project Costs 2,610,169 | | | | | | | | | | 34,843 | 32,450 | 20,797 | 38,670 | |
| Total minus Retainage | • . | | | 236,660 | 233,316 | 222,629 | 226,319 | 248,430 | 249,211 | 383,278 | 248,783 | 228,762 | 296,470 | |
| Testinage | Retainage based on 20%: | | | | | | | | | | | | | |
| Code 30(d) Salaries and Benefits Contracted Services Code 30(d) Salaries and Benefits Contracted Service | Total minus Retainage | 2,372,826 | 122,947 | 172,116 | 169,684 | 161,912 | 157,439 | | | | | | | |
| Code 30(d) | Retainage | | 30,737 | 43,029 | 42,421 | 40,478 | 39,360 | 45,169 | 43,341 | 69,687 | | | | |
| Salaries and Benefits | Total Reimbursement** | 2,372,826 | 153,683 | 215,145 | 212,105 | 202,390 | 196,799 | 225,845 | 216,705 | 348,434 | 216,333 | 207,965 | 257,800 | |
| Salaries and Benefits | | Code 30(d | 1) | | | | | | | | | | | |
| Controlled Services 47,405 42,399 83,119 54,862 73,212 65,271 50,881 38,436 11,984 38,092 35,592 32,102 7222 7222 7,222 | C-1-1 | | | 22 017 | 22 017 | 22 217 | 22 017 | 22 217 | 23 217 | 23 817 | 23 817 | 23.817 | 23.817 | |
| Travel 7,222 | | | | | 11 (2) (2) (2) (2) | | | | | | 4.72393.000 | | | |
| Equipment/Software 121/232 | | | | | | | | | | | | | | |
| Direct Costs 199,676 188,281 237,642 213,043 305,035 284,160 183,388 294,791 169,152 169,992 149,578 156,555 161,670 161,049 177,049 178,336 157,722 164,899 170,149 178,346 | | | | | | | | | | | | | | |
| Indirect Costs 8.344 8.34 | The state of the s | | | | | | | | | | | | | |
| Total Contingency | | | | | | | | | | | | | | |
| Contingency" 20,802 19,463 36,898 22,139 31,338 29,250 17,173 45,470 26,624 26,750 15,772 16,490 Total Project Costs 228,822 214,088 282,884 243,526 344,717 321,755 188,906 348,606 204,121 205,087 173,495 181,389 Retainage based on 20%: Total minus Retainage | | | | | | | | | | | | | | |
| Total Project Costs | | | | | | | | | | | | | | |
| Total minus Retainage | | | | | | | | | 348,606 | 204,121 | 205,087 | 173,495 | 181,389 | |
| Total minus Retainage | Retainage based on 20%: | | | | | | | | | | | | | |
| Total Reimbursement** 208,020 194,625 245,986 221,387 313,379 292,504 171,732 303,135 177,496 178,336 157,722 164,899 Code 30(d) Salaries and Benefits 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 47,633 1,149,400 20 215,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage based on 20%: Retainage based on 20%: Retainage based on 20%: Code 30(d) Cotional 7total Costs 245,986 221,387 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 47,633 1,149,400 20,182 23,817 | | 166,416 | 155,700 | 196,789 | | | 234,003 | | | | | | | |
| Code 30(d) Salaries and Benefits 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 23,817 47,633 1,149,400 2,000 2,481,193 | Retainage | 41,604 | 38,925 | 49,197 | | | | | | | | | | |
| Salaries and Benefits 23,817 2 | Total Reimbursement** | 208,020 | 194,625 | 245,986 | 221,387 | 313,379 | 292,504 | 171,732 | 303,135 | 177,496 | 178,336 | 157,722 | 164,899 | |
| Salaries and Benefits 23,817 2 | | Code | 30(d) | | | | | | | | | | Ontional | Total |
| Contracted Services 42,676 41,581 42,824 50,565 29,131 43,552 72,664 84,980 25,124 53,783 28,027 6,000 2,481,193 Travel 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 14,444 260,000 Equipment/Software 151,049 117,325 117,987 110,732 64,011 111,834 159,844 220,469 85,341 141,611 79,576 36,050 5,590,785 irect Costs 24,764 189,945 191,850 192,336 124,181 186,425 263,547 336,488 141,504 226,433 138,642 104,128 9,481,334 Address and the contract of t | Coloring and Deposits | | \ / | 22 217 | 22 917 | 22 217 | 23 817 | 23 817 | 23 817 | 23 817 | 23.817 | 23.817 | | |
| Travel 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 7,222 14,444 260,000 Equipment/Software 151,049 117,325 117,987 110,732 64,011 111,834 159,844 220,469 85,341 141,611 79,576 36,050 5,590,785 irect Costs 224,764 189,945 191,850 192,336 124,181 186,425 263,547 336,488 141,504 226,433 138,642 104,128 9,481,378 Addrect Costs 8,344 8 | | | | | | | | | | | | | 1.002.403.02.03 | |
| Equipment/Software 151,049 117,325 117,987 110,732 64,011 111,834 159,844 220,469 85,341 141,611 79,576 36,050 5,590,785 irect Costs 224,764 189,945 191,850 192,336 124,181 186,425 263,547 336,488 141,504 226,433 138,642 104,128 9,481,378 direct Costs 8,344 16,689 120,817 9,883,978 20,111 9,883,978 20,111 1,983 14,285 | | | | | | | | | | | | | | |
| rect Costs 224,764 189,945 191,850 192,336 124,181 186,425 263,547 336,488 141,504 226,433 138,642 104,128 9,481,378 1direct Costs 8,344 8 | | | | | | | | | | | | | | 5,590,785 |
| Addirect Costs 8,344 8,3 | | | | | | | | | | | | | | 9,481,378 |
| Total 233,108 198,289 200,194 200,680 132,525 194,769 271,891 344,832 149,848 234,777 146,986 120,817 9,883,978 Contingency* 23,311 19,829 20,019 30,102 13,253 19,477 27,189 51,725 14,985 23,478 14,699 12,082 1,112,987 Total Project Costs 256,419 218,118 220,214 230,782 145,778 214,246 299,080 396,557 164,833 258,255 161,685 132,898 10,996,965 Retainage based on 20%: Total minus Retainage 186,487 158,631 160,155 160,544 106,020 155,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | | | | | | | | | | | | | | 402,600 |
| Contingency* 23,311 19,829 20,019 30,102 13,253 19,477 27,189 51,725 14,985 23,478 14,699 12,082 1,112,987 Total Project Costs 256,419 218,118 220,214 230,782 145,778 214,246 299,080 396,557 164,833 258,255 161,685 132,898 10,996,965 Retainage based on 20%: Total minus Retainage 186,487 158,631 160,155 160,544 106,020 155,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | | | | | | | | | | | | | | 9,883,978 |
| Total Project Costs 256,419 218,118 220,214 230,782 145,778 214,246 299,080 396,557 164,833 258,255 161,685 132,898 10,996,965 Retainage based on 20%: Total minus Retainage 186,487 158,631 160,155 160,544 106,020 155,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | | | | | | | | | | | | | | 1,112,987 |
| Total minus Retainage 186,487 158,631 160,155 160,544 106,020 155,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | | | | | | | | THE CONTRACTOR OF THE CONTRACT | | | 258,255 | | 132,898 | 10,996,965 |
| Total minus Retainage 186,487 158,631 160,155 160,544 106,020 155,815 217,513 275,866 119,879 187,822 117,589 96,653 7,907,182 Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | Retainage based on 20%. | | | | | | | | | | | | | |
| Retainage 46,622 39,658 40,039 40,136 26,505 38,954 54,378 68,966 29,970 46,955 29,397 24,163 1,976,796 | | 186 487 | 158.631 | 160.155 | 160.544 | 106.020 | 155.815 | 217,513 | 275,866 | 119,879 | 187,822 | 117,589 | 96,653 | 7,907,182 |
| | | | | | | | | | | | | | | 1,976,796 |
| | Total Reimbursement** | 233,108 | 198,289 | 200,194 | 200,680 | 132,525 | 194,769 | 271,891 | 344,832 | 149,848 | 234,777 | 146,986 | 120,817 | 9,883,978 |

^{*10%} RF sites; 15% hop sites

^{**} Does not include contingency

Exhibit E

Service Outage Response Protocol

Unplanned Outages (during normal business hours). In the event of an unscheduled service outage during normal business hours, DOJ/JPO will notify the WSP Field Support Manager by telephone or electronic mail. WSP will provide DOJ/JPO with this contact information, to include office and cellular telephone numbers and electronic mail address. In addition, WSP will provide a secondary designee and associated contact information in case of the primary designee is out of contact. This notification will include the time of the outage and the affected site(s). WSP will dispatch technicians to address the outage, and DOJ/JPO will be notified as to the nature of the outage and the estimated time to repair when this information is known. WSP will notify DOJ when service is restored.

Unplanned Outages (outside normal business hours). In the event of an unscheduled service outage outside of normal business hours, DOJ/JPO will notify the appropriate WSP Communications Center by telephone. WSP will provide a list of contact information for the Communication Centers. WSP will provide DOJ with a site response matrix with the contact telephone numbers for each site. This notification will include the time of the outage and the affected site(s). WSP will dispatch technicians to address the outage, and DOJ/JPO will be notified as to the nature of the outage and the estimated time to repair when this information is known. WSP will then notify DOJ/JPO when service is restored.

Scheduled Outages. WSP will coordinate scheduled outages in advance, with DOJ/JPO, a minimum of fourteen (14) calendar days prior to the outage. WSP will provide DOJ/JPO information on the nature of the outage, site(s) affected, and estimated time that service will be restored. This notification will be made by the Electronic Services Division Commander or their designee. This notification will be made via telephone and electronic mail.

Modifications to this protocol will be made under mutual agreement from DOJ COTR and WSP's Electronic Services Division Commander.

Exhibit F

WSP Federal Agency Site Access Protocol

The DOJ will provide the WSP's IWN East project manager a list of approved vendors and/or contractors that require access to IWN related communication sites. In addition, DOJ will provide the WSP IWN East project manager a list of all authorized Federal agencies and their staff, by name and title, who require access to IWN related communication sites. These named individuals will be subject to WSP's security access requirements which may include a background check prior to receiving site access approval.

The approved vendors, contractors, and Federal representatives will be issued site access keys for a period of time necessary to complete their work. Those Federal representatives that have ongoing requirements past the life of the IWN East project, will be issued site access keys for the duration of their maintenance responsibilities.

Site escort services will be provided on an as needed basis. It is expected that the IWN East project manager will be notified in advance, sufficiently, to minimize the impact to the project schedule and WSP related budgets.

Exhibit G

WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE

WWCIC ENGINEERING STANDARD #6 REV. C (02-97)

FOR RADIO TRANSMITTING AND RECEIVING DEVICES

AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.

Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.

Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.

Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.

Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.

Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.

Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz.

The following engineering standards will be observed:

A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can reradiate causing interference.

The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.

All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.

All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance."

It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).

Every effort should be made to protect the equipment from lightning damage. Feed- through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be asked to comply immediately at their own expense.

It is customary for the offending <u>transmitter</u> owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected <u>receiver</u> owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 Ghz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.





| | | | Purchase Or | der for | Supplies or Serv | rices | | | | | |
|----------------------------------|--|---|---|--|--|--|---------------------------|---------------------|--|--|--|
| | ANT: Mark all packages ar | nd papers with co | ntract and/or order | numbers | | | Date | 5. Page No. | | | |
| 1. Date | of Order 09/16/2005 | 2. Order No. S5N | 506085 | 3. Mo | Mod. No. 4. Mod. Date 5. Page No. i. | | | | | | |
| JASHI ACCES P. O. DLYMP | | PATROL COZ | H069FE[98504-261 | المادس. الإستارين | 7. Ship to (Consignee an FEDERAL BUF ERF BLDG ### | REAU 0 27958A | F INVESTIG , SUPPLY T | | | | |
| FEDER PROPE ROOM | g Office (Address correspo AL BUREAU OF RTY PROCUREM 6823, JEH F. NGTON, D. C. | INVESTI ENT & MG B.I. BLD | MNT. | ye n U | 9. Send Invoice to: FEDERAL BUF ERF BLDG #2 QUANTICO, V | 27958A | , SUPPLY T | | | | |
| 10. Busi | ness Classification | | 11. F.O.B. Point DESTINAT | | | | count Terms ET 30 DAYS | | | | |
| | | | | 13. S | chedule | , | | 7 | | | |
| Line No. | Supplies or (B) | Services | | | Quantity Ordered (C) | Unit (D) | Unit Price (E) | Amount (F) | | | |
| 0001 | **** ALL PAYMENTS BE MADE BY E SHALL PROVII SUBMIT SF-38 IF THIS INFO THE INVOICE SHALL BE RET | OOO1 TRELESS BY THE LECTRONI E THIS I 81 FORM WILL BE | GOVERNMEN C FUNDS T NFORMATIC TO: FBI, RM. 935 WASH | TUNITANSE RANSE COME COME 1987. PENNS PINGTI | TOPER THIS ORDER THIS ORDER THIS ORDER THIS ORDER THIS ORDER THE GOVERNMENT AVEN ON, DC 20535 SLE TO THE GOLDER INC. | TION ER SHA THE VE OR ENTS U OVER VE, N | NDOR NIT BLDG W | 1.00000.00 | | | |
| ☐ A. P | e of Order urchase - Please furnish the foll s specified on both sides of this indicated, and the attached she led. | order, the above quo | otation tained on this | side only of | livery order is subject to instruction this form and is issued subject to ve-numbered contract. | | Grand Total | ructions on Reverse | | | |
| Point of | Contact - Purchase Orde | r Information: | | | 16. United States of An By (Signature) | nerica | | | | | |
| Point o | f Contact - Invoice Paym rcial Payments Unit - (202 | ent Status: 2) 324-5614 | | | 17. Name (Typed) Title: Contracting Of | fficer | | ××××××× | | | |

Purchase Order Terms and Conditions

52.232-1. Payments (Apr 84)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it, or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the tolal contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(es): hhttp://www.amet.gov.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Applicable to purchase order for supplies or services:

| 52.203-3 52.203-5 | Gratuities (Apr 84) Covenant Against Contingent Fees (Apr 84) | Markey over resident to the state of | Equal Opportunity (Apr 2002) (applies when aggregate value exceeds \$10,000) |
|----------------------|---|--------------------------------------|---|
| 52, 203-7 | Anti-Kickback Procedures (Jul 95) | 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era and other eligible veterans (Dec 2001) |
| 52.211-16 | Variation in Quantity (Apr 84) (permissible variations are stated in the | 52.222-36 | Affirmative Action for Workers with Disabilities (Jun 98) |
| Š | schedule) | 52.222-37 | Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001) |
| 52.213-1 | Fast Payment Procedure (Feb 98) | | (isee 2ssri) |
| 52.213-2 | Invoices (Apr 84) | 52,232-34 | Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99) |
| 52.213-3 | Notice to Supplier (Apr 84) | 52.233-1 | Disputes (Jul 2002) |
| 52.213-4 | Terms and Conditions - Simplified Acquisitions (other than commercial items) | 52.243-1 | Changes - Fixed Price (Aug 87) |
| | (Jul 2002) | 52.246-1 | Contractor Inspection Requirements (Apr 84) |
| 52.219-8 | L'tilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000) | 52.249-1 | Termination for Convenience of the Government (Apr 84) (Applies when contract \$100,000 or less) |
| 52.222-3 | Convict Labor (Aug 96) | | e cc g |

Applicable to purchase orders for supplies:

52.222-4

Contract Work Hours and Safety Standards Act-Overtime Compensation (Sept 2000)





| Purchase Order for Supplies or Services IMPORTANT: Mark all packages and papers with contract and/or order numbers | | | | | | | | | | | |
|--|--|---|--|--|--|----------------------|--|--|--|--|--|
| 1. Date of Order 02/26/2006 | 2. Order No. | 1600268 | 3. Mod. No. | 4. Mod | I. Date | 5. Page No. | | | | | |
| 6. To Contractor (Name, Address at WASHINGTON STATE ACCESS SECTION P. 0. BOX 42619 | nd Zip Code): FATROL. D4-2619 Indence to): INVESTIMENT & MO | COATION | FEDERA ATTN: BUILDI QUANTI 9. Send Invoice FEDERA ATTN: BUILDI | CHRIS STE NG 279584 CO, VA 2 to: (Name, Address | OF INVESTI CH 22135 and Zip Code): OF INVESTI CCH | nt W 10 H | | | | | |
| 10. Business Classification OTHER STATE/LOCA | 60VT | 11. F.O.B. Point DESTINAT | TON | 12. Di | scount Terms NET 30 DAY | S | | | | | |
| | | | 13. Schedule | | | 1 | | | | | |
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| | Purchase Order for Supplies or Services IMPORTANT: Mark all packages and papers with contract and/or order numbers | | | | | | | | | | | |
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WSP No. C041069FED Amendment 3

MEMORANDUM OF UNDERSTANDING AMENTMENT 3

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP) dated 12 February 2004, Amendment 1 dated 15 November 2005, and Amendment 2 dated 27 October 2006 are hereby amended as follows:

Section 4 SCOPE is revised to include microwave and site installation support services more specifically defined in attached spreadsheet. Both parties acknowledge that project costs (both "per site" and "General Project Costs") identified in Exhibits D and E of the MOU are estimated costs for budgeting purposes only. WSP shall be reimbursed for the actual general project costs and actual per site costs, provided the maximum dollar amount authorized for this work under orders for Supplies and Services issued by the Federal Bureau of Investigation is not exceeded.

Section 5 FUNDING WSP C shall be replaced with the following "The WSP shall provide to the DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2020. This does not include those fees charged by entities other than the WSP for other IWN-related equipment and services."

All other terms and conditions of the MOU remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

U.S. DEPARTMENT OR JUSTICE

STATE OF WASHINGTON WASHINGTON STATE PATROL

Margaret/D. Einspahr

2/14/2009

Date

John R. Batiste, Chief

3-4-09

Date

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP), dated February 12, 2004, and Amendment 1, dated November 15, 2005, are hereby amended as follows:

"The IWN project as described in the MOU is expanded to include the completion of a survivability ring. The WSP, via a subcontract agreement with Alcatel, shall make arrangement for services and equipment* to be provided by Alcatel at eight communications sites, including Code 30(d) Code 30(d) WSP's Code 30(d) District Office, Code 30(d) the FEMA office in Bothel, and AT&T's IDC in Everett. In addition, WSP shall provide equipment for DOJ facilities in Code 30(d) and Code 30(d) Oregon. All work and equipment provided for herein shall be in support of the U.S. Department of Justice Integrated Wireless Network project.

BOTHEL AND AT&T IDC SITE WORK

WSP, via Alcatel, shall arrange for services and equipment** for both Bothel and AT&T Site work.

Code 30(d) SITE WORK

WSP, via Alcatel, shall arrange for services and equipment** for $\frac{\text{Code } 30(d)}{\text{code } 30(d)}$ site.

Code 30(d) AND Code 30(d) OREGON EQUIPMENT

WSP, via Alcatel, shall arrange for services and equipment for the Code 30(d) and Code 30(d) Oregon sites. Services and equipment** shall include integration and system engineering. Services do not include installation and test services.

**Services and Equipment shall mean Alcatel quote #D57657-E, dated May 26, 2006 (see attached):

Section 5 FUNDING WSP C shall be replaced with the following: "The WSP shall provide to DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2016. This does not include those fees charged by other entities other than the WSP for other IWN-related equipment and services."

Section 18 REAL PROPERTY LEASES is revised to add the following statement: "WSP shall secure all lease or license modifications necessary to support the IWN project for survivability ring expansion required for IWN with the mutual agreement of the DOJ." Costs associated with site expansion charged by other entities will be paid by DOJ through the WSP serving as point of contact.

Exhibit D IWN-Survivability Ring Cost Summary/Payment Schedule is attached hereto and incorporated into the MOU herein. Department of Justice funding for this contract is contingent upon a cost/price analysis to determine price reasonableness. This analysis will be conducted by the Department of Justice Contracting Officer.

ROLES AND RESPONSIBILITIES

The roles and responsibilities from WSP and Alcatel proposed herein shall be consistent with that of Amendment 1 (IWN-East) of the current Memorandum of Understanding between WSP and the Department of Justice, dated November 15, 2005. WSP and Alcatel shall provide similar services and equipment as defined in Amendment 1 and shall adhere to the same terms and conditions described in Amendment 1.

SCHEDULE

The schedule for the survivability ring work will be the same as the IWN-East project schedule. All sites will be 'radio ready' by December 31, 2008 and the project will be completed by June 30, 2007

COST SUMMARY

Contracted Services includes engineering and management services, 2^{nd} and 3^{rd} year return and repair (R&R) service on proposed equipment, support by Alcatel's Customer Technical Center (CTAC) and training on the 7470 and 5620 equipment.

Equipment/Software includes the proposed equipment spares and 5620 software.

Contingency - 20% contingency is proposed for all included sites.

Retainage listed in Exhibit E does not include contingency amounts.

Total Reimbursement does not include contingency.

Funding of this amendment is contingent upon Congressional approval of the funding needed to cover the services contemplated herein.

All other terms and conditions of this MOU remain in full force and effect.

This AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this AMENDMENT.

U.S. DEPARTMENT OF JUSTICE

STATE OF WASHINGTON WASHINGTON STATE PATROL

Margaret D. Einspaln Margaret D. Einspahr

10/27/2004

Date

For John R. Batiste, Chief

3-28-07

Date

IWN East - Survivability Ring Cost Summary/Payment Schedule

| | General Project Costs | Code | e 30(| d) | | | | | | Total |
|-------------------------|--------------------------|---------|--------------|---------|---------|---------|--------|--------|--------|-----------|
| Salaries and Benefits | | 23,817 | - | • | | | - | | | 23,817 |
| Contracted Services* | 304,238 | 59,016 | 40,347 | 37,170 | 54,907 | 49,981 | 6,000 | 3,400 | 3,400 | 558,459 |
| Travel - | | 7,222 | ₩ 1 | | | | | | - 1 | 7,222 |
| Equipment/Software** | 55,422 | 193,710 | 95,600 | 95,785 | 105,592 | 181,851 | 38,389 | 31,240 | 34,766 | 832,355 |
| Direct Costs | 359,660 | 283,765 | 135,947 | 132,955 | 160,499 | 231,832 | 44,389 | 34,640 | 38,186 | 1,421,853 |
| Indirect Costs | - | 8,336 | * | - | - | - | - | - | | 8,336 |
| Total | 359,660 | 292,101 | 135,947 | 132,955 | 160,499 | 231,832 | 44,389 | 34,640 | 38,168 | 1,430,189 |
| Contingency | 71,932 | 58,420 | 27,189 | 26,591 | 32,100 | 46,366 | 8,878 | 6,928 | 7,633 | 286,038 |
| Total Project Costs | 431,592 | 350,521 | 163,136 | 159,546 | 192,599 | 278,198 | 53,267 | 41,568 | 45,799 | 1,716,227 |
| Total minus Retainage | 359,860 | 233,681 | 108,758 | 106,364 | 128,399 | 185,466 | 35,511 | 27,712 | 30,533 | 1,144,151 |
| Retainage | -30,000 | 58,420 | 27,189 | 26,591 | 32,100 | 46,366 | 8,878 | 5,928 | 7,633 | 286,038 |
| Total Reimbursement**** | 359,660 | 292,101 | 135,947 | 132,955 | 160,499 | 231,832 | 44,389 | 34,640 | 38,166 | 1,430,189 |

^{*} Includes management services: 2nd & 3rd Yr R&R: CTAC Cost: 7470/5620 Training ** Includes equipment spares: 5620 software:

^{*** 20%} contingency for all sizes **** Retainage based on 20%

Does not include contingency

۷۷ SP IWN Site Completion List

| Site | Work Description | Cost Estimate |
|------------|---|---------------|
| Code 30(d) | 1) Remove existing generator vent louvers/replace with screened hoods | \$1,000 |
| | 2) Purchase/install correct exhaust thimble in generator room | \$1,500 |
| | 3) Purchase/install heater in generator building | \$750 |
| | 4) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Seal generator shelter wall to floor | \$500 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 3) Prepare vacated generator room for use | \$800 |
| Code 30(d) | 1) Relocate DC power unit to new equipment shelter | \$1,500 |
| | 2) Remove temporary generator/fuel tank | \$750 |
| | 3) Relocate or replace temporary waveguide/reroute into new equipment | \$3,000 |
| | shelter | 5 82 |
| | 4) Change remaining locksets | \$300 |
| | 5) Replace generator/transfer switch | \$60,000 |
| | 6) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | of raichase/mstall and climb gate on tower ladder | \$9,000 |
| | 7) Design/Purchase/install Ice shield for condensing units, relocate as necessary | γ5,000 |
| Code 30(d) | 1) Purchase/install ice bridge cross-bracing | \$1,000 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 98.8 N. Maring Strategies 1.15 2010 (2010) 1 1 1 1 1 1 1 1 1 | \$2,500 |
| 3000 00(a) | 1) Redesign/install generator ventilation system | \$10,000 |
| | 2) Extend generator room wall to achieve required code clearances | \$1,500 |
| | 3) Relocate ATS into the equipment room | \$1,500 |
| | 4) Purchase/install anti-climb gate on tower ladder | |
| Code 30(d | 1) Repair access road damage (WA DNR requirement) | \$15,000 |
| Code 30(d) | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Purchase/install ice bridge over generator unit | \$5,000 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | | \$9,000 |
| | 2) Repair ice bridge damage/strengthen with additional support bracing | \$4,000 |
| | 3) Repair access road damage (USFS requirement) | \$15,000 |
| | 4) Reinstall fuel day tank to correct specifications | \$750 |
| | 5) Install exterior door in new equipment room | \$5,000 |
| | 6) Purchase/install heater in generator building | \$750 |
| | 7) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$2,000 |
| | 2) Seal generator shelter wall to floor | \$500 |
| | 3) Complete outstanding permit | \$2,500 |
| | 4) Reinforce snow hoods | \$1,000 |
| | 5) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 6) Repair A/C unit | \$1,500 |
| | 7) Wire A/C unit into emergency circuit | \$1,500 |
| | 8) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | | \$11,000 |
| | 1) Redesign/install generator ventilation system | \$7,500 |
| | 2) Strengthen HVAC bracing | \$1,000 |
| | 8) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$5,000 |

WSP IWN Site Completion List

| Site | Work Description | Cost Estimate |
|----------------|--|-----------------|
| | 2) Seal generator shelter wall to floor | \$500 |
| | 3) Repair roof damage | \$2,000 |
| | 4) Purchase/install snow access solution on new generator shelter | \$5,000 |
| Code 30(d) | 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| 2000 00(d) | 1) Redesign/install generator ventilation system | \$6,500 |
| | 2) Paint new 12' white antenna to gray (USFS requirement) | \$800 |
| | 3) Purchase/install day tank with a fuel return pump | \$1,000 |
| | 4) Replace fuel lines to existing fuel tank- convert from hose to rigid pipe | \$750 |
| 00(1) | 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Design/implement solution for different floor level between new equipment room and DO | \$5,000 |
| Code 30(d) | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Codo 20(d) | 2) Purchase/install snow access solution on new equipment shelter | \$10,000 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$9,000 |
| | 1) Replace damaged ventilation hood | \$1,000 |
| 0. 1. 0.0 (1) | 5) Purchase/install anti-climb near stairs | \$1,500 |
| Code 30(d) | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 2) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 3) Transfer antennas to new tower | \$5,000 |
| Code 30(d) | 1) Replace generator shelter door | \$600 |
| | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | Tower upgrades and antenna removal | \$12,000 |
| | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | Install New Shelter | \$85,000 |
| - | Design, purchase materials, and install Ground ring | \$4,000 |
| Multiple Sites | Install ground kits for pre-existing antennas to preserve the integrity of the R-56 grounding solution. 22 sites @ 10 kits each 120.00 per kit | |
| | | 26,400 |
| | 7 | Total \$397,150 |



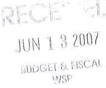


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vvasnington State Patrol

Electronic Services Division Field Support Section

U.S. Department of Justice Federal Bureau of Investigation

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| | OTORE OS 24/2007 OTORE OS 24/2007 OTORE OS 24/2007 OTORE ON STATE FATRONS SECTION EDX 42619 FIA WA 98504-26: Office (Address correspondence to): FAL BUREAU OF INVERTY PROCUREMENT 8 2823, JEH F.B.I. INGTON, D. C. 20: ess Classification Supplies or Services (B) DIRECT ALL INGUIT DOT JUSTICE PROF! 12801 FAIR LAKES FAIRFAX, VA 220: ATTN. MR FRED ZUTELEPHONE: (703) FACSIMILE: (703) *********************************** | NT: Mark all packages and papers with contract and/or order of Order OS/24/2007 SYNGO3015J Atractor (Name, Address and Zip Code): INGTON STATE PATROL SS SECTION BOX 42619 FIA WA 98304-2619 Office (Address correspondence to): RAL BUREAU OF INVESTIBATION ERTY PROCUREMENT & MGMNT. 6823, JEH F.B.I. BLDG. INGTON, D. C. 20555 ess Classification DIRECT ALL INQUIRTES AND INV DOT JUSTICE PROGRAM OFFICE 12801 FAIR LAKES PARKWAY, SU FAIRFAX, VA 22033 ATTN.: MR FRED ZUMWALT, COTR TELEPHONE: (703) 898-5927 FACSIMILE: (703) 783-0318 ************************************ | NT: Mark ell packages and papers with contract and/or order numbers 10 Order | NT: Mark all packages and papers with contract and/or order numbers I Order OS/24/2007 SYNG03015J Aractor (Name, Address and Zip Code): INGTON STATE PATROL. SES SECTION EDX 42619 PIA WA 98304-2619 IOffice (Address correspondence to): RAL, BUREAU OF INVESTIGATION ERTY PROCUREMENT & MENNT. E823, JEH F.B.I. BLDG. INGTON, D. C. 20535 ESS Classification I1. F.O.B. Point DESTINATION 13. Schedule DIRECT ALL INGUIRIES AND INVOICES TO: DOT JUSTICE PROGRAM OFFICE 12801 FAIR LAKES PARRWAY, SUITE 100 FAIRFAX, VA 22033 ATTN.: MR FRED ZUMMALT, COTR TELEPHONE: (703) 898-5927 FAGSIMILE: (703) 783-0318 ***MARKERSHERN RENEWERSHER HERDE | Order 2. Order No. 3. Mod. No. 4. Mod. Date OS/24/2007 SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSO15J SZNAGSSANZAZ SZNAGSSANZ SZNAZ SZ |



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Electronic Services Division Field Support Section

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WSP No. C041069FED Amendment 3

MEMORANDUM OF UNDERSTANDING AMENTMENT 3

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP) dated 12 February 2004, Amendment 1 dated 15 November 2005, and Amendment 2 dated 27 October 2006 are hereby amended as follows:

Section 4 SCOPE is revised to include microwave and site installation support services more specifically defined in attached spreadsheet. Both parties acknowledge that project costs (both "per site" and "General Project Costs") identified in Exhibits D and E of the MOU are estimated costs for budgeting purposes only. WSP shall be reimbursed for the actual general project costs and actual per site costs, provided the maximum dollar amount authorized for this work under orders for Supplies and Services issued by the Federal Bureau of Investigation is not exceeded.

Section 5 FUNDING WSP C shall be replaced with the following "The WSP shall provide to the DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2020. This does not include those fees charged by entities other than the WSP for other IWN-related equipment and services."

All other terms and conditions of the MOU remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

U.S. DEPARTMENT OR JUSTICE

STATE OF WASHINGTON WASHINGTON STATE PATROL

Margaret D. Einspahr

3-4-00

John R. Batiste, Chief

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| Site | Work Description | Cost Estimate |
|------------|--|----------------------|
| Code 30(d) | 1) Remove existing generator vent louvers/replace with screened hoods | \$1,000 |
| | 2) Purchase/install correct exhaust thimble in generator room | \$1,500 |
| | 3) Purchase/install heater in generator building | \$750 |
| | 4) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Seal generator shelter wall to floor | \$500 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 3) Prepare vacated generator room for use | \$800 |
| Code 30(d) | 1) Relocate DC power unit to new equipment shelter | \$1,500 |
| | 2) Remove temporary generator/fuel tank | \$750 |
| | 3) Relocate or replace temporary waveguide/reroute into new equipment | \$3,000 |
| _ | shelter | (19 8 |
| | 4) Change remaining locksets | \$300 |
| | 5) Replace generator/transfer switch | \$60,000 |
| | 6) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 9,1 4,014,00,110,111,111,111,111,111,111,111 | \$9,000 |
| | 7) Design/Purchase/install Ice shield for condensing units, relocate as necessary | |
| Code 30(d) | 1) Purchase/install ice bridge cross-bracing | \$1,000 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$2,500 |
| | 2) Extend generator room wall to achieve required code clearances | \$10,000 |
| | 3) Relocate ATS into the equipment room | \$1,500 |
| | 4) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d | | \$15,000 |
| 000000(0 | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Purchase/install ice bridge over generator unit | \$5,000 |
| | 2) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d | 1) Redesign/install generator ventilation system | \$9,000 |
| | 2) Repair ice bridge damage/strengthen with additional support bracing | \$4,000 |
| | 3) Repair access road damage (USFS requirement) | \$15,000 |
| | 4) Reinstall fuel day tank to correct specifications | \$750 |
| | 5) Install exterior door in new equipment room | \$5,000 |
| | 6) Purchase/install heater in generator building | \$750 |
| | 7) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$2,000 |
| | 2) Seal generator shelter wall to floor | \$500 |
| | 3) Complete outstanding permit | \$2,500 |
| | 4) Reinforce snow hoods | \$1,000 |
| | 5) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 6) Repair A/C unit | \$1,500 |
| _ | 7) Wire A/C unit into emergency circuit | \$1,500 |
| | 8) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d | 1) Extend existing generator shelter roof to cover new external generator | \$11,000 |
| | 1) Redesign/install generator ventilation system | \$7,500 |
| | A CONTRACTOR OF THE CONTRACTOR | \$1,000 |
| | Strengthen HVAC bracing Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | The state of the s | \$5,000 |
| 5000 30(u) | 1) Redesign/install generator ventilation system | \$5,000 |

WSP IWN Site Completion List

| Site | Work Description | Cost Estimate |
|--|--|----------------|
| | 2) Seal generator shelter wall to floor | \$500 |
| | 3) Repair roof damage | \$2,000 |
| | 4) Purchase/install snow access solution on new generator shelter | \$5,000 |
| | 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$6,500 |
| | 2) Paint new 12' white antenna to gray (USFS requirement) | \$800 |
| | 3) Purchase/install day tank with a fuel return pump | \$1,000 |
| | 4) Replace fuel lines to existing fuel tank- convert from hose to rigid pipe | \$750 |
| 2. (| 5) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | 1) Design/implement solution for different floor level between new equipment room and DO | \$5,000 |
| Code 30(d) | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 2) Purchase/install snow access solution on new equipment shelter | \$10,000 |
| Code 30(d) | 1) Redesign/install generator ventilation system | \$9,000 |
| | 1) Replace damaged ventilation hood | \$1,000 |
| | 5) Purchase/install anti-climb near stairs | \$1,500 |
| Code 30(d) | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | 2) Purchase/install snow access solution on new generator shelter | \$5,000 |
| 2 - 1 - 00/ 1) | 3) Transfer antennas to new tower | \$5,000 |
| Code 30(d) | 1) Replace generator shelter door | \$600 |
| | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| Code 30(d) | Tower upgrades and antenna removal | \$12,000 |
| | 1) Purchase/install anti-climb gate on tower ladder | \$1,500 |
| | Install New Shelter | \$85,000 |
| 0 - 1 - 00(-1) | Design, purchase materials, and install Ground ring | \$4,000 |
| Code 30(d) | Install ground kits for pre-existing antennas to preserve the integrity of the R-56 grounding solution. 22 sites @ 10 kits each 120.00 per kit | |
| | 1350 | 26,400 |
| | To To | otal \$397,150 |



U.S. Department of Justice Federal Bureau of Investigation





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| 6. To Contractor (Name, Address and Zip Code): WASHINGTON STATE PATROL ACCESS SECTION P. O. BOX 42619 OLYMPIA WA 98504-2619 | | | | 7 | Ship to (Consignee and FEDERAL BU ATTN: DAN: BUILDING 2 QUANTICO, | JREAU LELLE 279587 | OF INVEST MATHIS Y | TIGATION |
| 8. Issuing Office (Address correspondence to): FEDERAL BUREAU OF INVESTIGATION FROCUREMENT SECTION ROOM 6823, JEH F.B.I. BLDG. WASHINGTON, D. C. 20535 | | | | 9 | Send Invoice to: (Nan FEDERAL BU ATTN: DAN: BUILDING 3 QUANTICO., | JREAU LELLE 279587 | OF INVEST MATHIS Y | TIGATION |
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| | | | | 13. Sch | edule | | | |
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| as Indicate | a. RACTOR NUMBE | R b | JAS9850400 | | 8 | | See In | structions on Reverse |
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| | Contact Invoice Paymer cial Payments Unit - (202) | | | 1 | 7. Name Typed) Title: Contracting Off | EINSI | PAHR CER E INVESTIGA | MDE |



U.S. Department of Justice Federal Bureau of Investigation





RUDGET & FISCAL

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| IMPORTANT: Mark all packs | ges and papers with co | ntract and/or order nu | mbers | or services | WSP | |
| 1. Date of Order 09/08/20 | 2. Order No. | 0827600 | 3. Mod. No. | 4. M | od. Date | 5. Page No. |
| 6. To Contractor (Name, Ad WASHINGTON ST ACCESS SECTIO P. O. BOX 426 OLYMPIA WA | ATE PATRÒL N 19 | | FEDÈR ATTN: BUILD | nsignee and address, AL BUREAU DANIELLE ING 27958 ICO, VA | OF INVESTI MATHIS A | SATION |
| 8. Issuing Office (Address of FEDERAL BUREA PROCUREMENT S ROOM 6823, JE WASHINGTON, D | U OF INVEST ECTION H F.B.I. BL | DG . | FEDER ATTN: BUXLD | e to: (Name, Addres AL BUREAU DANTELLE ING 27958 ICO, VA | OF INVESTI MATHIS A | SATION |
| 10. Business Classification | | 11. F.O.B. Point DESTINAT | TON | 12. [| Discount Terms NET 30 DAYS | 3 |
| | | | 13. Schedule | - | | |
| Line No. Suppli (A) | es or Services (B) | | Quantity (C | Ordered Unit (D) | Unit Price (E) | Amount (F) |
| ******* THIS ORD OF UNDER DEPARTME FOR CONT WIRELESS APPLICAB JUSTICE NETWORK THE DEPA | FBI-0003 OWAVE SYSTE ******** ER IS ISSUE STANDING, A NT OF JUSTI INUED PERFO RADIO NETW LE RADIO AN PROGRAM OFF REQUIREMENT RTMENT OF J ATION, FOR | M STATE OF ******** D IN ACCOR ND AMENDME CE AND THE RMANCE OF ORK FACILI TENNA SITE ICE OF THE . THIS OR ADMINISTRA | E:09/30/201 WASHINGTON ************************************ | 1 EA ********* THE MEMOR 3, BETWE STATE PA OF THE W E USE OF RT OF THE WIRELESS ED ON BEH L BUREAU | ANDUM EN THE TROL, SP ALL S ALF OF GF | 400000,00 |
| 14. Type of Order A. Purchase - Please furnish Conditions specified on both sides number if indicated, and the attach as indicated. Point of Contact - Purchase | of this order, the above quot ed sheets, if any, including del | ation tained on this sid | - This delivery order is subject e only of this form and is issue if the above-numbered contrac 16. United Sta By (Signati | d subject to the terms t. tes of America | Total See Instru | XXXXXXXX uctions on Reverse |
| Point of Contact - Invoice Commercial Payments Unit | Payment Status: | | 17. Name (Typ | ed) | XXX | (XXXXXXXX |

Purchase Order Terms and Condition

52.232-1. Payments (Apr 84)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)

52.222-20 Walsh-Healey Public Contracts Acts (Dec 96)

(applies when the contract exceeds \$10,000)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(es): http://www.acqnet.gov.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

| Applicabl | e to purchase order for supplies or services: | | |
|------------|--|-----------|---|
| 52. 203-5 | Covenant Against Contingent Fees (Apr 84) | 52.222-26 | Equal Opportunity (Apr 2002) |
| 52.204-6 | Data Universal Number System (Oct 2003) | | (applies when aggregate value exceeds \$10,000) |
| 52.204-7 | Central Contractor Registration (Oct 2003) | 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era and other eligible veterans (Dec 2001) |
| 52.204.8 | Annual Representation and Certifications (Jan 2005) | | · |
| 52.211-16 | Variation in Quantity (Apr 84) (permissible variations are stated in the | 52.222-36 | Affirmative Action for Workers with Disabilities (Jun 98) |
| | schedule) | 52.222-37 | Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001) |
| 52.213-1 | Fast Payment Procedure (Feb 98) | | |
| 52.213-2 | Invoices (Apr 84) | 52.232-34 | Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99) |
| 52.213-3 | Notice to Supplier (Apr 84) | 52.233-1 | Disputes (Jul 2002) |
| 52.213-4 | Terms and Conditions - Simplified Acquisitions (other than commercial items) | 52.243-1 | Changes - Fixed Price (Aug 87) |
| | (Jul 2005) | 52.246-1 | Contractor Inspection Requirements (Apr 84) |
| 52.219-8 | Utilization of Small Business Concerns (May 2004) | 52.249-1 | Termination for Convenience of the Government (Apr 84) (Applies when contract \$100,000 or less) |
| 52.222-3 | Convict Labor (Aug 96) | | |
| Applicable | to purchase orders for supplies: | | ON . |
| | e | | 0 (8) |

52.225-1

Buy American Act - Supplies (May 2002)

MEMORANDUM OF UNDERSTANDING

CO41069FFD

BETWEEN

STATE OF WASHINGTON WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE

- 1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Department of Justice 12801 Fair Lakes Parkway, Suite 100, Fairfax, VA 22033 herein after referred to as (DOJ) and the Washington State Patrol, PO Box 42602, Olympia WA 98504-2602, hereinafter referred to as (WSP) hereinafter referred to as the "parties", is to improve, upgrade and modify communication sites owned/maintained by the WSP as necessary to implement the Integrated Wireless Network (IWN) project. It sets forth the agreed upon procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the IWN project.
- 2. BACKGROUND: In a coordinated effort the DOJ and the WSP will implement the first stages of a nationwide VHF trunking communications system. The IWN will utilize communication sites owned/maintained by the WSP. The National Telecommunications and Information Administration (NTIA) has mandated that federal law enforcment narrow, by one-half, the spectrum bandwidths its communication systems occupy in the VHF and UHF frequency ranges. In turn, Congress mandated that the DOJ consolidate its multiple communications networks to achieve narrowbanding cost savings efficiencies, and to foster interoperability.
- AUTHORITY: The DOJ is entering into this MOU under the authority provided by 28 CFR 0.85. The WSP is entering into this MOU under the authority provided by Chapter 37.34 RCW.
- 4. SCOPE: This MOU defines the IWN projet scope of work and the responsibilities of the parties to the agreement:
 - a. WSP agrees to replace and/or build new towers, buildings and purchase the Digital Microwave and Multiplex equipment as needed to enable the WSP to provide the services to the IWN throughout the State of Washington. This includes funding and service for all incurred expenses and equipment associated with this project, including all communication equipment and site improvements required to support the Digital Microwave. As identified in Exhibit A, IWN Project Description, and Exhibit B, IWN Cost Summary, which are attached hereto and incorporated herein by reference. WSP will own, implement and maintain this equipment and sites to specified standards.
- 5. FUNDING: The parties to the MOU agree to the following funding arrangements:

The DOJ will:

 Provide funding to the WSP to provide Digital Microwave service to the IWN as identified in Exhibit A. Exhibit A will be modified as additional sites are identified by the DOJ. b. Make all site modifications and improvement directly related to supporting the radio equipment being installed by the DOJ. DOJ is responsible for addressing the purchase, implementation and maintenance of the IWN radio system and associated equipment.

The WSP will:

- Support the IWN project with available assets and resources available to ensure the completion and implementation of this project to meet required schedule as negotiated by WSP and DOJ.
- Be responsible and liable for any and all asbestos abaitment costs associated with the IWN project.
- c. Provide DOJ with a 25% discount on mircrowave fees, and lease rates for current microwave services including tower leases and building lease spaces for ten (10) years starting October 1, 2004.
- 6. DISCLOSURE: The parties agree to the following disclosure and use policy:

For WSP: All DOJ information is to be handled and discussed on a "need to know" basis only. The dissemination of such information to anyone other than those specifically designated to participate in this task will be at the sole discretion and sole direction of the Contracting Officer's Technical Representative (COTR). All materials regarding this task shall be secured in a locked container after duty hours or when not in use.

- SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a national court, to an international tribunal or to any other person for settlement.
- 8. SECURITY: It is the intent of the parties that the IWN project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcement Sensitive."
- 9. AMENDMENT, TERMINATION, ENTRY INTO FORCE AND DURATION:
 - a. All activities of the parties under this MOU will be carried out in accordance with the IWN Project Description and this MOU.
 - Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
 - c. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.
- 10. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this MOU shall commence on October 1, 2003, and shall continue until September 30, 2014.
- 11. WSP STAFF: WSP staff providing services under the terms of this MOU shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this MOU in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

The assignment of personnel to accomplish the purpose of this MOU shall be at the discretion of the Chief of WSP or designee

- 12. EQUIPMENT: All equipment purchased or furnished by DOJ for use by the WSP in accordance with this MOU shall remain the property of WSP.
- 13. MOU MANAGEMENT: The work described herein shall be performed under the coordination of Timothy S. Ritter DOJ, and Clark Palmer of WSP, or their successors and/or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.
- 14. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.
- 15. MAINTENANCE: DOJ shall be solely responsible for the maintenance of their equipment and WSP shall be responsible for the maintenance of the WSP microwave equipment. WSP agrees to provide site access to the DOJ to perform maintenance.
- 16. COMPLETE AGREEMENT: This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

The foregoing represents the understandings reached between the DOJ and the WSP upon the matters referred to therein. Signed in duplicate in the English language

IN WITNESS WHEREOF, the parties have executed this MOU.

| State of Washington Washington State Patrol | Department of Justice |
|---|---|
| Coull Site | Margaret D. Einspahr, Contracting Officer |
| Ronal W. Serpas, Chief | Margaret D. Einspahr, Contracting Officer |
| | 3/13/04 |
| Date | Date |
| Marce 4/13/04 | |
| Budget and Fiscal(\$ervices Date | |

IWN Project Description

DOJ agrees to the IWN project descriptions identified in Exhibit A, as necessary project improvements, upgrades, modifications necessary to implement the IWN project. DOJ further agrees to reimburse WSP for costs associated with project sites as identified in the IWN Cost Summary which details the costs associated with each site and improvement.

The following is a list of eight (8) sites and the needed partial T1 bandwidths at each site as requested

Code 30(d)

640 kbs or 10 DS0 448 kbs or 7 DS0 384 kbs or 6 DS0 576 kbs or 9 DS0 384 kbs or 6 DS0 384 kbs or 6 DS0 384 kbs or 6 DS0 448 kbs or 7 DS0

The head-end tie point into the WSP microwave system will be the WSP Bellevue Office, See T1 Plan Flow Chart.

The following is a list of facilities needed to supply the desired partial T1 connections for the DOJ including the segregated needs for the DOJ trunking equipment.

Code 30(d) (Head-end tie point)

The DOJ will lease three T1's from the local Telco Company into the WSP Code 30(d) acility. The T1's will need to be cross-connected to the existing WSP DS3 digital microwave backbone system and passed on to Code 30(d)

No new equipment needs be purchased or installed at Code 30(d) therefore no facility needs are required for the WSP.

The DOJ will have the three T1's installed into the WSP code 30(d) facility from their Bothel Headquarters via local Telco leased lines. The DOJ will cover the monthly recurring cost of the T1's.

Code 30(d) (Seamless tiepoint) between Code 30(d) and Code 30(d)

No new equipment needs be purchased or installed at Code 30(d) therefore no facility needs are required for the WSP.

Code 30(d)

At Code 30(d) 640 kbs, or 10 DS0, will need to be separated from one of the T1's and passed on to the Code 30(d) adio. To accomplish the splitting of the T1's, a six (6) rack unit (here after referred to as a 6RU) digital multiplexer will need to be purchased by the DOJ for the WSP and installed. The two remaining T1's will need to be cross-connected to the Code 30(d) radio along with the remainder of the T1 that was split.

Code 30(d)

At this site, the T1 that was split at will also need to be split again. Part of this T1 will be passed onto the KBs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(d)

The third T1 will need to be cross-connected to a new OC3 digital microwave terminal radio that will need to be purchased by the DOJ for the WSP and installed at Code 30(d) along with a 6RU OC3 digital multiplexer.

The new WSP digital microwave radio is a planned WSP purchase and will be installed in the facility already leased by WSP from DNR.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. DOJ will replace a 50ft tower adjacent to the current 30ft tower.

Code 30(d)

(Seamless tiepoint) between Code 30(d) and Code 30(d

No new equipment needs be purchased or installed at Code 30(d) therefore no facility needs are required for the WSP.

Code 30(d)

At this site, the T1 that was split at Code 30(d) and Code 30(d) will terminate at Code 30(d). The remainder (448 kbs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(d). The second T1 will need to be cross-connected and passed to the existing Code digital radio. A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(d) site. The radio at Code 30(d) will need to be made drop/add capable at the expense of the DOJ. Major work will need to be done to the existing equipment arrangements to accommodate the DOJ's trunking equipment at Code 30(d) (This includes a drop-down workbench and move the backup battery system)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with Weyerhauser. Space for the DOJ antenna equipment, receive antenna at the 90 ft and the transmit antenna at 60 ft, will also need to be negotiated.

Code 30(d)

At this site, the second, fully loaded T1 will need to be split three ways. The first 384 kbs or 6 DS0 will need to be cross-connected to a new DS3 digital radio to hat the DOJ will purchase for the WSP. The second split, 448 kbs or 7 DS0, will be cross-connected to the existing Code 30(d) WSP digital radio. The third 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment at Code 30(d) WSP will be replacing an existing analog radio to with the digital radio, and removing the analog equipment while utilizing the existing antenna's at Code 30(d) A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the code 30(d) site. No new facilities need to be acquired for the WSP. The equipment room will be remodeled to support the Digital system to Code 30(d)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be remodeled. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 240 ft, will also need to be reviewed.

Code 30(d)

At this site, a new digital DS3 radio terminal will be installed to replace the analog radio from Code 30(d) This radio will be purchased by the DOJ and installed by WSP. A 6RU digital multiplexer will be purchased for the WSP and installed in available WSP space at the site. The site will be equipped with Phone channel banks to support the existing traffic.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. Space for the DOJ antenna equipment, receive antenna at the 50 ft and the transmit antenna at 50 ft, will also need to be negotiated.

Security will need to be increased with an access cage below the staircase and the generator upgraded to a larger unit at DOJ expense. The generator at Naselle will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(d)

At this site, the 448 kbs or 7 DS0 from code 30(d) will need to be cross-connected to the DOJ trunking equipment. . No new facilities will be required for the WSP.

Three rack spaces (2 \cdot 23.9" W x 29.6" D, 1 \cdot 28" W x 32" D and 1 \cdot 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DOT. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 280 ft, will also need to be negotiated.

Code 30(d)

At this site, the 640 kbs or 10 DS0 from will need to be cross-connected to the DOJ trunking equipment. No new facilities will be required for the WSP.

Three rack spaces (2 -23.9" W x 29.6" D, 1 -28" W x 32" D and 1 -20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 100 ft and the transmit antenna at 60 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ has indicated that they have security issues and will install a fence around the site.

Code 30(d)

At this site, a new OC3 digital microwave repeater radio will need to be purchased by the DOJ for the WSP and installed at the Code 30(d) along with a 6RU OC3 digital multiplexer. The T1 from Code 30(d) will ride the existing analog antenna system with the antenna at 105'. The microwave path to diversity 4' dish at 65'. The present tower at the Code 30(d) will need to be replaced to handle the added microwave dishes. WSP will use a tower in its inventory and DOJ will cover the cost of a new foundation and installation.

No DOJ equipment will be installed; therefore, no facilities need to be upgraded at the Code 30(d)

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with an OC3 6RU digital mulitplexer. The T1 will need to be split using a T1 6RU digital multiplexer, also purchased by the DOJ, to cross-connect the 576 kbs or 9 DS0 needed for the DOJ trunking equipment at Code 30(d). The remainder of the T1 will be passed to the Code 30(d) radio. Two rack spaces will need to be reviewed along with space on the tower for a set diversity antennas from the Code 30(d) and Code 30(d) microwave radios. The microwave path to Code 30(d) a new path and a 6 dish at 120 on the existing or new tower will need to be installed along with a diversity 4 dish at 100. The microwave path to Code 30(d) is an existing path but needs to be upgraded with a 10 dish at 100 on the existing or new tower. Space for these antennas may need to negotiated with DNR.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 150 ft and the transmit antenna at 110 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ also indicates the need to build a new or replace the existing tower at $\frac{\text{Code } 30(\text{d})}{\text{Ode } 30(\text{d})}$ Space will need to be negotiated to erect the new tower next to WSP's building and antenna equipment migrated to the new tower if replacement is deemed in the best interest of WSP. $\frac{\text{Code } 30(\text{d})}{\text{ode } 30(\text{d})}$ is a major site and cannot be taken off the air during the transfer of antenna equipment. This includes the WSP VHF prime site area repeater antenna. The generator at $\frac{\text{Code } 30(\text{d})}{\text{Code } 30(\text{d})}$ will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be negotiated, for the digital repeater, with DNR. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is an existing path but needs to be upgraded with a 10' dish at 30' on the existing tower. The microwave path to Code 30(d) s also an existing path and will also need to be upgraded to a 8' dish at 100' with a diversity 4' dish at 80' on the existing tower. Space for these antennas may need to be negotiated with DNR.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater, with the owner of the site for WSP. The digital multiplexer will be installed in available space. The microwave path to code 30(d) and a diversity 4' dish at 80' on the existing tower. The microwave path to code 30(d) new path and will require a 6' dish at 100' and a diversity 4' dish at 80' on the existing tower.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is a new path and requires a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. The microwave path to be upgraded with an 8' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

Although no DOJ traffic will be cross-connected from the WSP digital system at will be passed from the Navy room two doors down to the WSP room where the DOJ will need to install their trunking equipment. Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is an existing path but needs to be upgraded with an 8' dish at

40' and a diversity 4' dish at 20' on the existing tower. The microwave path to code 30(d) is an existing path but needs to be upgraded with a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

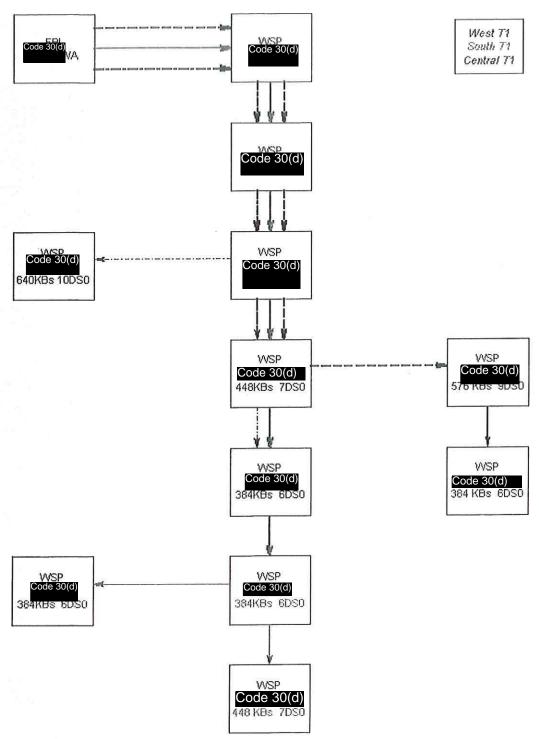
No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave terminal will be purchased by the DOJ for the WSP and installed with a 6RU OC3 digital multiplexer. The remaining T1 containing 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment. The microwave path to code 30(d) and existing path but needs to be upgraded to a 6' dish at 155' and a diversity 4' dish at 135' on the existing code 30(d) to the existing code 30(d) t

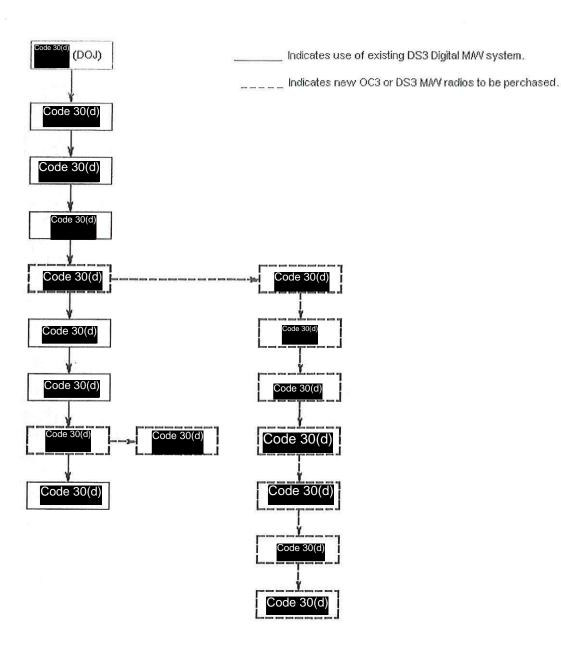
Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 120 ft and the transmit antenna at 180 ft, will also need to be negotiated. Due to the height of the DOJ equipment racks, a new building will need to be installed at DOJ's expense, as these racks will not fit in the existing WSP building WSP will purchase a building for Code 30(d) DOJ will remove the tower foundation at and pour a pad to support the new building. The building will be picked up from Toledo by the DOJ and transported to and installed at Code 30(d) The thirty-foot tower at Code 30(d) will be removed by WSP. The existing generator (6KW) will be replaced with a 25 KW unit by the DOJ.

WSP/DOJ T1 Plan



Note: Any policy, procedure, or cost statement made here is draft until completed by written correspondence.

WSP/DOJ M/W Path Flow Chart



| | Microwave Equipment | | Microwave Antenna | SONET Multiplex | Battery System | Site Work | Power/Property Upgrades | Total |
|----------------------------|------------------------|--------------------|-----------------------------------|--------------------|-------------------|----------------|--|----------------|
| Code 30(d) | \$51,335 | \$24,970 | Code 30(d) | \$41,993 | \$13,000 | | \$177,200 | \$308,498.00 |
| 3343 33(a) | | | | | | \$7,900 | \$1,000 | \$8,900.00 |
| | \$16,336 | \$124,970 | Code 30(d) | \$41,993 | \$13,000 | \$5,400 | \$28,798 | \$230,497.00 |
| | | | | | | | | \$0.00 |
| | \$42,600 | \$24,070 | Code 30(d) | \$41,993 | \$13,000 | | \$42,400 | \$164,063.00 |
| | \$51,800 | \$31,048 | Code 30(d)= | \$41,993 | \$13,000 | | \$36,800 | \$174,641.00 |
| | \$51,135 | | | \$41,993 | \$13,000 | \$300 | \$16,800 | \$123,228.00 |
| | | | | | | | \$1,000 | \$1,000.00 |
| | \$26,548 | | | \$62,897 | \$13,000 | \$2,500 | \$1,000 | \$105,945.00 |
| | \$26,548 | | | \$33,442 | \$13,000 | \$300 | \$1,000 | \$74,290.00 |
| | \$16,336 | \$14,876 | -Code 30(d)- | \$41,993 | \$13,000 | \$44,800 | \$31,200 | \$162,205.00 |
| | \$53,311 | \$23,478 | 0000 00(d) | \$41,993 | \$13,000 | | \$42,400 | \$174,182.00 |
| | | | | | | | | \$0.00 |
| | \$51,600 | | | \$41,993 | \$13,000 | | \$42,400 | \$148,993.00 |
| | | | | \$41,993 | | | \$0 | \$41,993.00 |
| | | | | | | | \$0 | . \$0.00 |
| | | | | | | | \$0 | \$0.00 |
| Notwork Manager | | | | \$24,950 | | | | \$24,950.00 |
| , vork Server | | | | \$20,699 | | | | \$20,699.00 |
| Spares | | | | \$13,000 | | | | \$13,000.00 |
| Training | | | | \$11,000 | | | | \$11,000.00 |
| Estimated Sub-Total | \$387,549 | | \$243,412 | \$543,925 | \$130,000 | \$61,200 | \$421,998.00 | \$1,788,084.00 |
| Estimated Sales Tax @ 8.9% | | | | | | | | \$159,139.48 |
| Contingency @ 5% | | - 16-58 Big 1458 J | ACCOUNT OF THE TAXABLE MANAGEMENT | | | BOOKE THE R | 200 - 200 July - 100 J | \$97,361.17 |
| ESTIMATED TOTAL | CONTRACTOR OF STREET | | | | | CEDA COST TO A | | \$2,044,584.65 |

MEMORANDUM OF UNDERSTANDING

CO41069FED

BETWEEN

STATE OF WASHINGTON WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE

- 1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Department of Justice 12801 Fair Lakes Parkway, Suite 100, Fairfax, VA 22033 herein after referred to as (DOJ) and the Washington State Patrol, PO Box 42602, Olympia WA 98504-2602, hereinafter referred to as (WSP) hereinafter referred to as the "parties", is to improve, upgrade and modify communication sites owned/maintained by the WSP as necessary to implement the Integrated Wireless Network (IWN) project. It sets forth the agreed upon procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the IWN project.
- 2. BACKGROUND: In a coordinated effort the DOJ and the WSP will implement the first stages of a nationwide VHF trunking communications system. The IWN will utilize communication sites owned/maintained by the WSP. The National Telecommunications and Information Administration (NTIA) has mandated that federal law enforcment narrow, by one-half, the spectrum bandwidths its communication systems occupy in the VHF and UHF frequency ranges. In turn, Congress mandated that the DOJ consolidate its multiple communications networks to achieve narrowbanding cost savings efficiencies, and to foster interoperability.
- AUTHORITY: The DOJ is entering into this MOU under the authority provided by 28 CFR 0.85. The WSP is entering into this MOU under the authority provided by Chapter 37.34 RCW.
- SCOPE: This MOU defines the IWN projet scope of work and the responsibilities of the parties to the agreement:
 - a. WSP agrees to replace and/or build new towers, buildings and purchase the Digital Microwave and Multiplex equipment as needed to enable the WSP to provide the services to the IWN throughout the State of Washington. This includes funding and service for all incurred expenses and equipment associated with this project, including all communication equipment and site improvements required to support the Digital Microwave. As identified in Exhibit A, IWN Project Description, and Exhibit B, IWN Cost Summary, which are attached hereto and incorporated herein by reference. WSP will own, implement and maintain this equipment and sites to specified standards.
- 5. FUNDING: The parties to the MOU agree to the following funding arrangements:

The DOJ will:

 a. Provide funding to the WSP to provide Digital Microwave service to the IWN as identified in Exhibit A. Exhibit A will be modified as additional sites are identified by the DOJ. b. Make all site modifications and improvement directly related to supporting the radio equipment being installed by the DOJ. DOJ is responsible for addressing the purchase, implementation and maintenance of the IWN radio system and associated equipment.

The WSP will:

- Support the IWN project with available assets and resources available to ensure the completion and implementation of this project to meet required schedule as negotiated by WSP and DOJ.
- Be responsible and liable for any and all asbestos abaitment costs associated with the IWN project.
- c. Provide DOJ with a 25% discount on mircrowave fees, and lease rates for current microwave services including tower leases and building lease spaces for ten (10) years starting October 1, 2004.
- 6. DISCLOSURE: The parties agree to the following disclosure and use policy:

For WSP: All DOJ information is to be handled and discussed on a "need to know" basis only. The dissemination of such information to anyone other than those specifically designated to participate in this task will be at the sole discretion and sole direction of the Contracting Officer's Technical Representative (COTR). All materials regarding this task shall be secured in a locked container after duty hours or when not in use.

- 7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a national court, to an international tribunal or to any other person for settlement.
- SECURITY: It is the intent of the parties that the IWN project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcement Sensitive."
- 9. AMENDMENT, TERMINATION, ENTRY INTO FORCE AND DURATION:
 - a. All activities of the parties under this MOU will be carried out in accordance with the IWN Project Description and this MOU.
 - b. Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
 - c. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.
- 10. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this MOU shall commence on October 1, 2003, and shall continue until September 30, 2014.
- 11. WSP STAFF: WSP staff providing services under the terms of this MOU shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this MOU in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

The assignment of personnel to accomplish the purpose of this MOU shall be at the discretion of the Chief of WSP or designee

- 12. EQUIPMENT: All equipment purchased or furnished by DOJ for use by the WSP in accordance with this MOU shall remain the property of WSP.
- MOU MANAGEMENT: The work described herein shall be performed under the coordination of Timothy S. Ritter DOJ, and Clark Palmer of WSP, or their successors and/or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.
- 14. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.
- MAINTENANCE: DOJ shall be solely responsible for the maintenance of their equipment and WSP shall be responsible for the maintenance of the WSP microwave equipment. WSP agrees to provide site access to the DOJ to perform maintenance.
- 16. COMPLETE AGREEMENT: This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

The foregoing represents the understandings reached between the DOJ and the WSP upon the matters referred to therein. Signed in duplicate in the English language

IN WITNESS WHEREOF, the parties have executed this MOU.

| State of Washington Washington/State Patrol | Department of Justice |
|---|---|
| Ronal W. Serpas, Chief | Margaret D. Einspahr, Contracting Officer |
| | 2112/04 |
| Date | Date |
| | |
| Budget and Fiscal Services Date | |

IWN Project Description

DOJ agrees to the IWN project descriptions identified in Exhibit A, as necessary project improvements, upgrades, modifications necessary to implement the IWN project. DOJ further agrees to reimburse WSP for costs associated with project sites as identified in the IWN Cost Summary which details the costs associated with each site and improvement.

The following is a list of eight (8) sites and the needed partial T1 bandwidths at each site as requested by DOJ:

Code 30(d)

640 kbs or 10 DS0 448 kbs or 7 DS0 384 kbs or 6 DS0 576 kbs or 9 DS0 384 kbs or 6 DS0 384 kbs or 6 DS0 384 kbs or 6 DS0 448 kbs or 7 DS0

The head-end tie point into the WSP microwave system will be the WSP Code 30(d) Office, See T1 Plan Flow Chart.

The following is a list of facilities needed to supply the desired partial T1 connections for the DOJ including the segregated needs for the DOJ trunking equipment.

Code 30(d) Head-end tie point)

The DOJ will lease three T1's from the local Telco Company into the WSP Code 30(d) acility. The T1's will need to be cross-connected to the existing WSP DS3 digital microwave backbone system and passed on to Code 30(d)

No new equipment needs be purchased or installed at Code 30(d) therefore no facility needs are required for the WSP.

The DOJ will have the three T1's installed into the WSP code 30(d) facility from their Bothel Headquarters via local Telco leased lines. The DOJ will cover the monthly recurring cost of the T1's.

Code 30(d) (Seamless tiepoint) between Code 30(d) and Code 30(d)

No new equipment needs be purchased or installed at $\frac{\text{Code } 30(d)}{\text{herefore no facility needs are required for the WSP.}}$

Code 30(d)

At Code 30(d) 640 kbs, or 10 DS0, will need to be separated from one of the T1's and passed on to the Code 30(d) adio. To accomplish the splitting of the T1's, a six (6) rack unit (here after referred to as a 6RU) digital multiplexer will need to be purchased by the DOJ for the WSP and installed. The two remaining T1's will need to be cross-connected to the Code 30(d) adio along with the remainder of the T1 that was split.

Code 30(d)

At this site, the T1 that was split at Code 30(d) will also need to be split again. Part of this T1 will be passed onto the radio along with one fully loaded T1. The remainder of split T1 (448 KBs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(d)

The third T1 will need to be cross-connected to a new OC3 digital microwave terminal radio that will need to be purchased by the DOJ for the WSP and installed at Code 30(d) along with a 6RU OC3 digital multiplexer.

The new WSP digital microwave radio is a planned WSP purchase and will be installed in the facility already leased by WSP from DNR.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. DOJ will replace a 50ft tower adjacent to the current 30ft tower.

Code 30(d) (Seamless tiepoint) between Code 30(d) and Code 30(d)

No new equipment needs be purchased or installed at Code 30(d) therefore no facility needs are required for the WSP.

Code 30(d)

At this site, the T1 that was split at Code 30(d) and Code 30(d) will terminate at remainder (448 kbs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(d). The second T1 will need to be cross-connected and passed to the existing Code 30(d) digital radio. A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(d) site. The radio at Code 30(d) will need to be made drop/add capable at the expense of the DOJ. Major work will need to be done to the existing equipment arrangements to accommodate the DOJ's trunking equipment at Code 30(d) (This includes a drop-down workbench and move the backup battery system)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with Weyerhauser. Space for the DOJ antenna equipment, receive antenna at the 90 ft and the transmit antenna at 60 ft, will also need to be negotiated.

Code 30(d)

At this site, the second, fully loaded T1 will need to be split three ways. The first 384 kbs or 6 DS0 will need to be cross-connected to a new DS3 digital radio to purchase for the WSP. The second split, 448 kbs or 7 DS0, will be cross-connected to the existing Code 30(d) WSP digital radio. The third 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment at Code 30(d). WSP will be replacing an existing analog radio to with the digital radio, and removing the analog equipment while utilizing the existing antenna's at Code 30(d) and Code 30(d) A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(d) site. No new facilities need to be acquired for the WSP. The equipment room will be remodeled to support the Digital system to Code 30(d)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be remodeled. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 240 ft, will also need to be reviewed.

Code 30(d)

At this site, a new digital DS3 radio terminal will be installed to replace the analog radio from Code 30(d) This radio will be purchased by the DOJ and installed by WSP. A 6RU digital multiplexer will be purchased for the WSP and installed in available WSP space at the site. The site will be equipped with Phone channel banks to support the existing traffic.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. Space for the DOJ antenna equipment, receive antenna at the 50 ft and the transmit antenna at 50 ft, will also need to be negotiated.

Security will need to be increased with an access cage below the staircase and the generator upgraded to a larger unit at DOJ expense. The generator at Code 30(d) will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(d)

At this site, the 448 kbs or 7 DS0 from Code 30(d) will need to be cross-connected to the DOJ trunking equipment. . No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DOT. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 280 ft, will also need to be negotiated.

Code 30(d)

At this site, the 640 kbs or 10 DS0 from Code 30(d) will need to be cross-connected to the DOJ trunking equipment. No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 100 ft and the transmit antenna at 60 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ has indicated that they have security issues and will install a fence around the site.

Code 30(d)

At this site, a new OC3 digital microwave repeater radio will need to be purchased by the DOJ for the WSP and installed at the Code 30(d) along with a 6RU OC3 digital multiplexer. The T1 from Code 30(d) will be cross-connected to Code 30(d) No new facilities will be required for the WSP. The microwave path to Code 30(d) will ride the existing analog antenna system with the antenna at 105'. The microwave path to Code 30(d) is a new path and a 6' dish at 85' along with a diversity 4' dish at 65'. The present tower at the Code 30(d) will need to be replaced to handle the added microwave dishes. WSP will use a tower in its inventory and DOJ will cover the cost of a new foundation and installation.

No DOJ equipment will be installed; therefore, no facilities need to be upgraded at the Academy.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with an OC3 6RU digital mulitplexer. The T1 will need to be split using a T1 6RU digital multiplexer, also purchased by the DOJ, to cross-connect the 576 kbs or 9 DS0 needed for the DOJ trunking equipment at Code 30(d) The remainder of the T1 will be passed to the Code 30(d) radio. Two rack spaces will need to be reviewed along with space on the tower for a set diversity antennas from the Code 30(d) and Code 30(d) microwave radios. The microwave path to Code 30(d) is a new path and a 6' dish at 120' on the existing or new tower will need to be installed along with a diversity 4' dish at 100'. The microwave path to Code 30(d) is an existing path but needs to be upgraded with a 10' dish at 100' on the existing or new tower. Space for these antennas may need to negotiated with DNR.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 150 ft and the transmit antenna at 110 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ also indicates the need to build a new or replace the existing tower at $\frac{\text{Code 30(d)}}{\text{Code 30(d)}}$ Space will need to be negotiated to erect the new tower next to WSP's building and antenna equipment migrated to the new tower if replacement is deemed in the best interest of WSP. $\frac{\text{Code 30(d)}}{\text{Code 30(d)}}$ is a major site and cannot be taken off the air during the transfer of antenna equipment. This includes the WSP VHF prime site area repeater antenna. The generator at $\frac{\text{Code 30(d)}}{\text{Code 30(d)}}$ will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be negotiated, for the digital repeater, with DNR. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is an existing path but needs to be upgraded with a 10' dish at 30' on the existing tower. The microwave path to Code 30(d) is also an existing path and will also need to be upgraded to a 8' dish at 100' with a diversity 4' dish at 80' on the existing tower. Space for these antennas may need to be negotiated with DNR.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater, with the owner of the site for WSP. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is an existing path but needs to be upgraded with to an 8' dish at 120' and a diversity 4' dish at 80' on the existing tower. The microwave path to Code 30(d) is new path and will require a 6' dish at 100' and a diversity 4' dish at 80' on the existing tower.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is a new path and requires a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. The microwave path to Code 30(d) is an existing path but needs to be upgraded with an 8' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

Although no DOJ traffic will be cross-connected from the WSP digital system at will be passed from the room two doors down to the WSP room where the DOJ will need to install their trunking equipment. Three rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed.

Code 30(d)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(d) is an existing path but needs to be upgraded with an 8' dish at

40' and a diversity 4' dish at 20' on the existing tower. The microwave path to Code 30(d) is an existing path but needs to be upgraded with a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

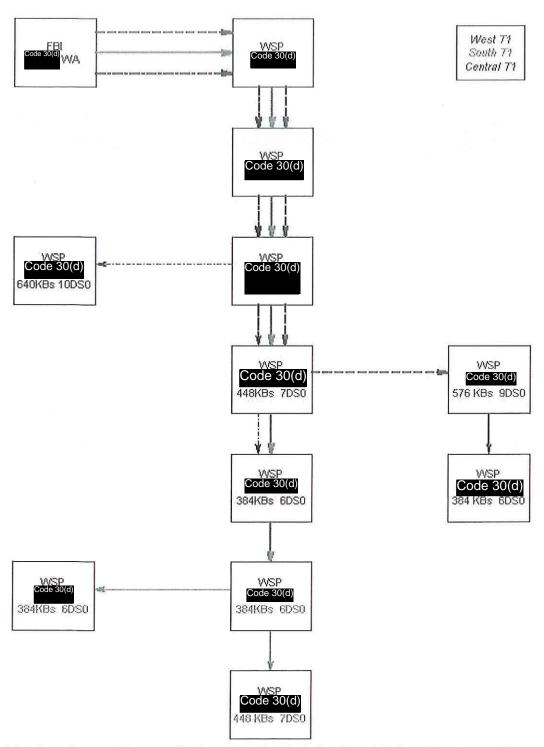
No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(d)

At this site, a new OC3 digital microwave terminal will be purchased by the DOJ for the WSP and installed with a 6RU OC3 digital multiplexer. The remaining T1 containing 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment. The microwave path to code 30(d) is an existing path but needs to be upgraded to a 6' dish at 155' and a diversity 4' dish at 135' on the existing code with DNR and the Navy.

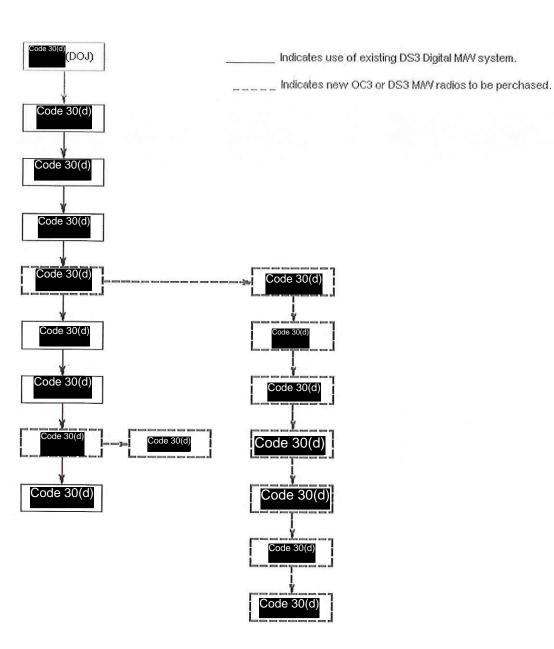
Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 120 ft and the transmit antenna at 180 ft, will also need to be negotiated. Due to the height of the DOJ equipment racks, a new building will need to be installed at DOJ's expense, as these racks will not fit in the existing WSP building. WSP will purchase a building for Code 30(d) DOJ will remove the tower foundation at Code 30(d) and pour a pad to support the new building. The building will be picked up from Code 30(d) by the DOJ and transported to and installed at Code 30(d) The thirty-foot tower at Code 30(d) will be removed by WSP. The existing generator (6KW) will be replaced with a 25 KW unit by the DOJ.

WSP/DOJ T1 Plan



Note: Any policy, procedure, or cost statement made here is draft until completed by written correspondence.

WSP/DOJ M/W Path Flow Chart



| | Microwave Equipment | Microwave Antenna | | SONET Multiplex | Battery System | Site Work | Power/Property Upgrades | Total |
|----------------------------|------------------------|----------------------|------------|--------------------|-------------------|-----------------------|--|----------------|
| Code 30(d) | \$51,335 | \$24,970 | Code 30(d) | \$41,993 | \$13,000 | | \$177,200 | \$308,498.00 |
| | | | | | | \$7,900 | \$1,000 | \$8,900.00 |
| | \$16,336 | \$124,970 | Code 30(d) | \$41,993 | \$13,000 | \$5,400 | \$28,798 | \$230,497.00 |
| | | | | | | | | \$0.00 |
| | \$42,600 | \$24,070 | Code 30(d) | \$41,993 | \$13,000 | | \$42,400 | \$164,063.00 |
| | \$51,800 | \$31,048 | Code oo(d) | \$41,993 | \$13,000 | | \$36,800 | \$174,641.00 |
| | \$51,135 | | | \$41,993 | \$13,000 | \$300 | \$16,800 | \$123,228.00 |
| | | | | | | | \$1,000 | \$1,000.00 |
| | \$26,548 | | | \$62,897 | \$13,000 | \$2,500 | \$1,000 | \$105,945.00 |
| | \$26,548 | • | | \$33,442 | \$13,000 | \$300 | \$1,000 | \$74,290.00 |
| | \$16,336 | \$14,876 | Code 30(d) | \$41,993 | \$13,000 | \$44,800 | \$31,200 | \$162,205.00 |
| | \$53,311 | \$23,478 | | \$41,993 | \$13,000 | | \$42,400 | \$174,182.00 |
| | | | | | | | | \$0.00 |
| | \$51,600 | | | \$41,993 | \$13,000 | | \$42,400 | \$148,993.00 |
| | | | | \$41,993 | | | \$0 | \$41,993.00 |
| | | | | | | | \$0 | . \$0.00 |
| | | | | | | | \$0 | \$0.00 |
| Network Manager | | | | \$24,950 | | | | \$24,950.00 |
| /ork Server | | | , | \$20,699 | | | | \$20,699.00 |
| Spares | | | | \$13,000 | | | | \$13,000.00 |
| Training | | | | \$11,000 | | | | \$11,000.00 |
| Estimated Sub-Total | \$387,549 | | \$243,412 | \$543,925 | \$130,000 | \$61,200 | \$421,998.00 | \$1,788,084.00 |
| Estimated Sales Tax @ 8.9% | | | | | | | displaying the state of the sta | \$159,139.48 |
| Contingency @ 5% | | 1607891670861 | | | | ENGINEER. | Marie Personal State of the | \$97,361.17 |
| ESTIMATED TOTAL | | 以外型人工企业 | | | | \$60 (SE2) - 40 (SE2) | 4072 90 10 80004 | \$2,044,584.65 |

WSP No. C110284GSC Amendment 1

WASHINGTON STATE PATROL MEMORANDUM OF UNDERSTANDING AMENDMENT RADIO FREQUENCY USE

The above-referenced Memorandum of Understanding (MOU) between the Washington State Patrol and the United States Department of Homeland Security, Customs and Border Protection is hereby amended as follows:

a. Exhibit A, Radio Frequency Authorization Request, is revised to include the following frequencies:

| NAME Transm (TX) MF | Transmit | TX PL TONE | TX PL CODE | Receive (RX) MHz | RX PL TONE | RX PL CODE | HOW MANY RADIOS? | |
|------------------------|------------|---------------|---------------|---------------------|---------------|---------------|------------------|----------|
| | (TX) MHZ | | | | | | MOBILE | PORTABLE |
| Code 30(d) | Code 30(d) | Code 30(d) | 2Z | Code 30(d) | Code 30(d) | 2Z | 50 | 50 |
| | | | | | | | 50 | 50 |
| | 1 | | <i>(c)</i> | | | | 50 | 50 |
| | | | | | | 1 | 15 | 15 |
| | | 10 | 4A | | i i | 4A | 15 | 15 |
| | | | 4A | | - | 4A | 15 | 15 |

All other terms and conditions of this MOU remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

U.S. Department of Homeland Security
Customs and Border Protection

Signature

Date

Signature

Date

Chief Parrol
Printed Name and Title

U.S. Department of Homeland Security
Customs and Border Protection

Customs and Border Protection

Chief Parrol
Printed Name and Title

WASHINGTON STATE PATROL AGREEMENT AMENDMENT 2

The above-referenced Contract between the Washington State Patrol and U.S. Customs and Border Protection is hereby amended as follows:

a. The Period of Performance is extended through June 30, 2019.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

FOR U.S. CUSTOMS AND BORDERS PROTECTION

FOR THE WASHINGTON STATE PATROL

Signature

Date

Sianature

Date

Printed Name and Title

Printed Name and Title

MEMORANDUM OF UNDERSTANDING BETWEEN

STATE OF WASHINGTON WASHINGTON STATE PATROL

AND

UNITED STATES DEPARTMENT OF HOMELAND SECURITY CUSTOMS AND BORDER PROTECTION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the United States Department of Homeland Security, Customs and Border Protection, hereinafter referred to as the "Department." This MOU is authorized under the provisions of Chapter 39.34 of the Revised Code of Washington.

THE PURPOSE OF THIS MOU is for WSP to allow the Department to use the radio frequencies identified in this MOU for the furtherance of public safety and interoperability.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

FREQUENCY USE PERMIT

WSP grants to the Department permission to transmit and receive on the frequencies identified on the Radio Frequency Use Authorization Request form attached to this MOU as Exhibit A (Radio Requency Authorization Request) and incorporated into this MOU.

DEPARTMENT RESPONSIBILITIES

The Department agrees to use the Frequencies:

- For mutual aid or emergency situation only.
- Consistent with Federal Communications Commission (FCC) rules and regulations contained in CFR 47, Part 90.
- Using procedures consistent with the WSP's established procedures. These procedures can be identified by contacting the training officer at the local communications center of the WSP.

Additional terms and conditions for Department use of the Frequencies are:

- The Department and its employees or agents performing under this MOU are not employees or agents of the WSP.
- Permission for use of the Frequencies, and any claim arising under such permission, is not assignable or delegable by the Department either in whole or in part.

Nothing in this MOU is intended to conflict with current law or regulation or the directives of the Customs and Border Protection or Department of Homeland Security. If a term of this agreement is inconsistent with such authority, then that term shall be invalid and the remaining terms and conditions of this MOU shall remain in full force and effect. Nothing resulting from this agreement shall constitute a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 (et. seq.). Additionally, the roles and responsibilities outlined in this agreement are non-reimbursable.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION (continued)

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on the date of final signature and be completed on June 30, 2014, unless terminated sooner as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS

During the period of performance for this MOU, both parties shall comply with all federal nondiscrimination laws.

RECORDS MAINTENANCE

Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this MOU for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

MOU MANAGEMENT

The work described herein shall be performed under the coordination of Mr. Jason E. Carroll of the Department; and Mr. Marty Knorr of WSP for issues related to operational procedures and radio training, and Mr. Robert Schwent of WSP for other issues; or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

LIABILITY

The Department, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. §§ 2671 – 2680), shall be liable for claims for damages or loss of property, personal injury or death caused by the acts or omissions of the United States government, its officers, employees, and agents acting in the scope of their employment with the United States government.

MOU ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

WSP may at any time terminate permission for the Department to use the frequencies identied in this MOU.

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state statutes and regulations;
- 2. General Terms and Conditions contained in this MOU
- 3. Any other provisions of the MOU, whether incorporated by reference or otherwise.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION (continued)

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

| State of Washington |
|-------------------------|
| Washington State Patrol |

United States Department of Homeland Security

Customs and Border Protection

R. Batiste, Chief

Signature

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

RECEIVE POID FREE GENEROUSE AUTHORIZATION REQUEST



| AUG 1 9 2010 AUG 1 8 | 2010 WSP REQUESTO | ND | | |
|--|----------------------------|---|--------------|--|
| NAME TSB FIELD OPERATION | | TODAY'S DATE | DICT | DET |
| NAME STELD OPERATION Captain C. Stephen Sutton | IS BUREAU | 7/21/2010 | 08/0 | |
| BUREAU DIVISION/DISTRICT/SE | ECTION | MAIL STOP | WORK PHON | |
| FOB District Eight | CHON | WB-16 | (360) 405- | 1 |
| CONTACT INFORMATION FOR OTHER AGEN | | | (300) 403- | 0000 |
| NAME | AGENCY | OTHER AGENCY | | |
| Jason E. Carroll | ILS DHS Customs | and Border Protection | on (CRP) RE | CEIVED - WS |
| ADDRESS | CITY CUSTOMS | COUNTY | ZIP CODE | |
| 138 West 1st St, Box 9, Room 207 | Port Angeles | Clallam | 98362 | AUG 1 7 2010 |
| PHONE NUMBER | FAX NUMBER | Olaliam | STATE | AUU 1 : 2010 |
| (360.452.5970 x 302 | T O C TO THE LET | | | ANNUALICATION COLLAIN |
| E-MAIL | | * | TVV CON | <u>MMUNICATIONSDIY</u> IS |
| jason.carroll@dhs.gov | | | | |
| | NEC DECUECT TO | NICE ANOTHER ACT | NOVIO EDEO | HENOISO |
| REQUEST TO USE WSP FREQUENCE | JES REQUEST IC | USE ANOTHER AGE | ENCY'S FREG | UENCIES |
| | SERVICES REQUES | STED | | N. E. |
| | (Fees may apply) | | * | Elle |
| Dadio programmina | Dodio maintan | o and reneir | Dianat A. | AUG 2010 AUG 2010 AUG 2010 AUG 2010 |
| Radio programming | Radio maintenano | | 1 Disharen (| GA 2012 |
| Record maintenance | Radio Procedures | Training | | Ere "Oll |
| Other (Describe): | | * | | WSP FISCA. |
| | AUTHORIZATIO | N | 1 | - AK |
| Comments: | AOTHORIZATIO | | | |
| Requesting access to Port Angeles area frequen | cy F2 for interoperability | purposes on Olympic | Peninsula | |
| 1 Hu | 07/21/ | | | □ No |
| DIVISION/DISTRICT COMMANDER | DATE | /////////////////////////////////////// | 100 | |
| Comments: focommend Approval | | . (| * | |
| | | / | | |
| 1/1/01 // 1/- | 8/161 | 2010 VERIFIED | Yes | □ No |
| FLECTRONIC SERVICES DIVISION | DATE | VERIFIED | ☐ 1es | |
| ELECTRONIC SERVICES DIVISION Comments: A COMMENT OF PROPERTY | DAIL | | | 0 |
| And Man | | | | ie . |
| Morket. Walland | 8-17- | 2010 | | |
| | | VERIFIED | ✓ Yes | ∐ No |
| COMMUNICATIONS | DATE | | * | |
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| ALL Man | 0 (10) | | - | |
| Josephin John John John John John John John Joh | 8-78 | VERIFIED | Yes | ☐ No |
| FIELD OPERATIONS BUREAU ASSISTANT CHIEF | DATE | | | |
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| 1111 | m i i | | | |
| THE FOR MC LEVEL TECHNICAL SERVICES BUREAU ASSISTANT CHIE | 8/19/10 | APPROVE | Yes | No |
| TECHNICAL SERVICES BUREAU ASSISTANT CHIE | F DATE | | | |
| ADMI | NISTRATIVE ACCE | PTANCE | | |
| Comments: | | | | |
| (11 M/11 | / | | | |
| / Mall lotter | 1/27/1 | VEDICIED | Yes | □ No |
| BUDGET AND FISCAL SERVICES | DATE | VENIFIED | √ □ 162 | NO |
| DODGE, MILL OF MARIE | | | | |

FCC LICENSES INFORMATION FREQUENCIES REQUESTED FCC Call RX PL **RX PL TRANSMIT** TX PL TX PL **RECEIVE HOW MANY RADIOS?** Sign NAME (TX) MHz **TONE** CODE (RX) MHz **TONE** CODE MOBILE PORTABLE Code 30(d) Code 30(d) Code 30(d) Code 30(d) 2Z 2ZComments:

FCC LICENSES INFORMATION FREQUENCIES REQUESTED

| | FREQUENCIES REQUESTED | | | | | | | | | |
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| $\epsilon \rightarrow E$ | FCC Call Sign | NAME Code 30(d) | TRANSMIT (TX) MHz | TX PL TONE | TX PL CODE | RECEIVE (RX) MHz | RX PL TONE | RX PL CODE | | ANY RADIOS? E PORTABLE |
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STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

| | Reference is ma | ade to the agreement dated 10/25/2010 | |
|---|--|--|--|
| between the LICENSOR | : Washington Sta | ate Patrol | |
| | P.O. Box 42602 | | |
| | 8623 Armstrong l | Road SW | |
| | Olympia, WA 98 | 8504-2602 | |
| | P.O.C. Cindy L. | Haider | |
| | P.O.C. Phone (| 360) 596-4071 | |
| | and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION | |
| October 1, 2011 and e contingent upon Cong Due to the Congressio continuing resolution be Department of Justice amount may not be avyear until all funding had been sor submits montogen. | f Investigation de inding on Septen ressional approven in a budget procestasis at the begin is passed, suffic ailable. In that cas been provided thly invoices. Th | esires to renew this License Agreement for the purple of the purple of the first state of | preement is preem |
| | 4 | U.S. DEPARTMENT OF JUSTICE Federal Bureau of Investigation By: Rosemary Lynn Mears | |
| | | Title: ENGINEERING SUPPORT SPECIAL Date: July 28, 2011 | <u>.151</u> |
| Please provide or corre | G. | information: | |
| Taxpayer Identification # | Codo 51/o) | | |
| Depositor Account Number Bank Routing Number (9-Di | | | |
| | | | |

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.



U.S. Department of Justice Federal Bureau of Investigation



| | Purchase Order for Supplies or Services | | | | | | |
|---|---|---------------------------------|--|--------------------------|-------------------|---------------------|--|
| 1. Date of | | 3. Mo | d. No. | 4. Mod. | Date | 5. Page No. | |
| WASH | ntractor (Name, Address and Zip Code): INGTON STATE PATROL BOX 42602 | OTD1024 | Mr. Persone Street System Cont. | IREAU S HAR 27958A | OF INVESTI | GATION | |
| FEDE PROC ROOM | g Office (Address correspondence to): RAL BUREAU OF INVEST: UREMENT SECTION 6823, JEH F.B.I. BLI INGTON, DC 20535 | | | IREAU S HAR 27958A | OF INVESTI | GATION | |
| 10. Busi | ness Classification | 11. F.O.B. Point DESTINATION | | 12. Disc | NET 30 DAY | 5 | |
| | | 13. S | chedule | | | | |
| Line No. (A) | Supplies or Services (B) | | Quantity Ordered (C) | Unit (D) | Unit Price (E) | Amount (F) | |
| CONT OOO1 | RACT #:*-OPEN MARKET W058 OO-FBI-OOO3 ANTENNA RENT & ELEC' | DUE DATE:0 | 1 | EA | 873.000 | 873.00 | |
| | PLEASE ACKNOWLEDGE | | THE TERMS AN | | 7 - 1 1, ~ | t as ca | |
| | THE ENCLOSED YELLOW ISSUING OFFICE IN BO | | | NING | * | | |
| * // // // 5/18/12* (SIGNATURE) (DATE) | | | | | | | |
| * | ***THIS ORDER COVERS 10/01/2011 THROUGH (| ONFIRMING ORD | ER ****** | **** | * * * * | | |
| | FEDERAL STATUTE REQUESTED FAY IN ARREARS ONLY MONTHLY OR QUARTERLY | THEREFORE, | BILLING SHOU | LD BE | | 6.79 | |
| | * | | | × | | 2 | |
| 14. Type of Order A. Purchase - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, include delivery and conditions above-numbered contract. | | | | | | XXXXXXXX | |
| as indicate | eu. | | | | See Instr | ructions on Reverse | |
| Point of | Contact - Purchase Order Information: | | 16. United States of An By (Signature) | nerica | | | |
| | Contact - Invoice Payment Status: rcial Payment Unit - (202) 324-5614 | | 17. Name (Typed) | | XX | XXXXXXXX | |
| | | Title: Contracting Officer | | | | | |



Commercial Payment Unit - (202) 324-5614

U.S. Department of Justice Federal Bureau of Investigation



KAH

Title: Contracting Officer Federal Bureau of Investigation OHIGINAL

Program Manager

Purchase Order for Supplies or Services IMPORTANT: Mark all packages and papers with contract and/or order numbers 2. Order No. 1. Date of Order 3. Mod. No. 4. Mod. Date 5. Page No. 05/09/2012 S20TD1024 . To Contractor (Name, Address and Zip Code): WASHINGTON STATE PATROL Ship to (Consigned and address, Zip Code): FEDERAL BUREAU OF INVESTIGATION ATTN: JAMES HARGRAVES P.O. BOX 42602 OLYMPIA WA 98504-2609 BUILDING 27958A QUANTICO, VA 22135 8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION 9. Send Invoice to: (Name, Address and Zip Code): FEDERAL BUREAU OF INVESTIGATION PROCUREMENT SECTION ATTN: JAMES HARGRAVES ROOM 6823, JEH F.B.I. BLDG. BUILDING 27958A WASHINGTON, DC 20535 QUANTICO. VA 22135 10. Business Classification 11. F.O.B. Point 12. Discount Terms DESTINATION 30 DAYS NET 13. Schedule Line No. Supplies or Services **Quantity Ordered** Unit **Unit Price** Amount (A) (B) (D) (E) (F) ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). VENDOR IS NOT ENROLLED TO RECEIVE PAYMENTS ELECTRONICALLY, THEN YOU WILL BE REQUIRED TO COMPLETE THE ENROLLMENT FORM AND SUBMIT IT TO: FBI, COMMERCIAL PAYMENTS UNIT RM. 1987, J. EDGAR HOOVER BLDG 935 PENNSYLVANIA AVENUE N.W. WASHINGTON, DC 20535 NONCOMPLIANCE WILL RESULT IN NONPAYMENT. INVOICES WILL NOT BE REQUIRED TO BE SUBMITTED FOR THIS PURCHASE ORDER. PAYMENT WILL BE AUTOMATICALLY MADE ON A PREDETERMINED DAY AT THE END OF EACH MONTH. PLEASE CALL MS. VIRGINIA SALDANA (202) 324-3227 IF THERE ARE ANY PROBLEMS WITH PAYMENTS. FD-369 #396546, CC J7OW1826, SOC 532305, RLM 14. Type of Order 15. Grand ☐ A. Purchase - Please furnish the following under the terms, and ☐ B. Delivery - This delivery order is subject to instructions con-873.00 Conditions specified on both sides of this order, the above quotation tained on this side only of this form and it is issued subject to the Total number if indicated, and the attached sheets, if any, include delivery terms and conditions above-numbered contract. See Instructions on Reverse CONTRACTOR NUMBER WAS9850402 Point of Contact - Purchase Order Information: 16. United States of Amelica By (Signature) KELLY A. HADEN 703-985-6714 Point of Contact - Invoice Payment Status: 17. Name (Typed)



U.S. Department of Justice Federal Bureau of Investigation



| Purchase Order for S | Supplies or Servic | es | |
|---|--|--|---------------------------|
| 1. Date of Order 05/09/2012 2. Order No. 3. Mod. S20TD1024 | No. | 4. Mod. Date | 5. Page No. |
| 6. To Contractor (Name, Address and Zip Code): WASHINGTON STATE PATROL P.O. BOX 42602 OLYMPIA WA 98504-2609 | 7. Ship to (Consigned and ad FEDERAL BUR ATTN: JAMES BUILDING 27 QUANTICO, V | REAU OF INVE 5 HARGRAVES 7958A | STIGATION |
| FEDERAL BUREAU OF INVESTIGATION PROCUREMENT SECTION ROOM 6823, JEH F.B.I. BLDG. WASHINGTON, DC 20535 | 9. Send Invoice to: (Name, A FEDERAL BUF ATTN: JAMES BUILDING 27 QUANTICO, V | REAU OF INVE 5 HARGRAVES 7958A | STIGATION |
| 10. Business Classification 11. F.O.B. Point DESTINATION | | 12. Discount Terms NET 30 | DAYS |
| 13. Sci | nedule | N N | |
| Line No. Supplies or Services (A) (B) | Quantity Ordered (C) | Unit Unit Price (D) (E) | Amount (F) |
| CONTRACT #:*-OPEN MARKET DUE DATE:09 0001 W058 00-FBI-0003 ANTENNA RENT & ELECTRIC COCE | 1 | 873. | 000 873.00 |
| PLEASE ACKNOWLEDGE ACCEPTANCE OF CONDITIONS OF THIS ORDER BY SIGNITHE ENCLOSED YELLOW COPY WITHIN 1 ISSUING OFFICE IN BOX # 8. | NG AND RETURN | The state of the s | |
| * | * * | | |
| (SIGNATURE) ***THIS ORDER COVERS THE PERIOD 10/01/2011 THROUGH 09/30/2012*** | (DATE) | * . | |
| ************************************** | FEDERAL GOVE | LD BE | |
| | | | |
| Conditions specified on both sides of this order, the above quotation tained on this side only of number if indicated, and the attached sheets, if any, include delivery terms and conditions above | livery order is subject to instruction this form and it is issued subject e-numbered contract. | | XXXXXXXXXX |
| as indicated. | | Se | e Instructions on Reverse |
| Point of Contact - Purchase Order Information: | 16. United States of Ame By (Signature) | erica | |
| Point of Contact - Invoice Payment Status: Commercial Payment Unit - (202) 324-5614 | 17. Name (Typed) Title: Contracting Office | cer | XXXXXXXXXX |
| | I me. Contracting Office | 001 | |



U.S. Department of Justice Federal Bureau of Investigation



| | Purchase Order for Supplies or Services | | | | | | | | | |
|---|--|---|--|--|---|--|-----------------------------|--|----------|-----------------|
| 1. Date o | NT: Mark all packages and f Order 05/09/2012 | 2. Order No. | DTD1024 | mbers 3. Mod. | No. | | 4. Mod. | Date | (| 5. Page No. 2 |
| WASH P.O. | tractor (Name, Address an INGTON STATE BOX 42602 PIA WA 985 | d zip code): PATROL 04-2609 | | 7 | Ship to (Consig FEDERA ATTN: BUILDI QUANTI | JAME: | S HAR 7958A | GRAVES | STIGA | TION |
| 8. Issuing Office (Address correspondence to): FEDERAL BUREAU OF INVESTIGATION PROCUREMENT SECTION ROOM 6823, JEH F.B.I. BLDG. WASHINGTON, DC 20535 | | | | O. Send Invoice to FEDERA ATTN: BUILDI QUANTI | JAME: NG 2 | S HAR 7958A | GRAVES | STIGA | TION | |
| 10. Busir | ness Classification | | 11. F.O.B. Point DESTINA | | adula. | | | NET 30 | DAYS | - T |
| Line No. (A) | Supplies or S (B) | ervices | ~ | 13. Sch | Quantity O | rdered | Unit (D) | Unit Price (E) | | Amount (F) |
| | ALL PAYMENT BE MADE BY VENDOR IS N ELECTRONICA COMPLETE TH NONCOMPLIAN INVOICES WI PURCHASE OR A PREDETERM CALL MS. VI ANY PROBLEM ************ FD-369 #396 | ELECTRON OT ENROL LLY, THE E ENROLL CE WILL LL NOT B DER. PA INED DAY RGINIA S S WITH P **FOR FB | IC FUNDS TO FUNDS TO TO RECOME TO RECOME TO RESULT IN EXECUTION AT THE ENALDANA (20 AYMENTS. | TRANS CEIVE L BE AND ERCIA J. E YLVAN N, DC NONP D TO L BE ND OF O2) 3 | FER (EFT FAYMENT REQUIRED SUBMIT I L PAYMEN DGAR HOC IA AVENU 20535 AYMENT. BE SUBMI AUTOMATI EACH MC 24-3227 | TO TO TO TO TO TO TO TO TO TO TO TO TO T | : NIT BLDG W. FOR Y MAD PLE | E THIS E ON ASE | | |
| ☐ A. Pur Conditions number if | of Order rchase - Please furnish the following specified on both sides of this indicated, and the attached she | order, the above quo | tation tained on this | side only of | very order is subject this form and it is iss numbered contract. | | | Grand Total | | 873.00 |
| as indicate CONT | RACTOR NUMBE | R W | AS9850402 | | | | | See | Instruct | ions on Reverse |
| KELL | | | | | 16. United State By (Signature) | ire) | lica | aba | er. | |
| | 285-6714 Contact - Invoice Payment rcial Payment Unit - (202) | | | | 17. Name (Type | | icer Federa | Kelly A. Ha Program Ma Bureau of I | nagor | KAH |
| | | | | | | | | | 0 | RIGINAL |

FBI Division Site Name

SEATTLE Code 30(d)

License Expiration Date

09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

| Reference is made to the agreement d | ated 11/01/2010 |
|--|--|
| between the LICENSOR: | Washington State Patrol |
| | P.O. BOX 42602 |
| | |
| | Olympia, WA 98504-2602 |
| POC: | TERRI JOHNSON |
| POC Phone: | 360-596-4071 |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30(d) |
| 2012 and ending September 30, 2013, approval of 2013 funding. Yearly Lice Federal government may be operating continuing until the budget for the De order for the entire yearly amount may portion of the year until all funding hat the Licensor submits monthly invoice | desires to renew this License Agreement for the period beginning October 1, The extension of this License Agreement is contingent upon Congressional ense fee is \$873.00. Due to the Congressional budget process whereby the gon a continuing resolution basis at the beginning of the fiscal year and partment of Justice is passed, sufficient funds needed to issue a purchase y not be available. In that circumstance, a purchase order may be issued for a has been provided to the program management office. It is recommended that is. These will be processed outside the purchase order vehicle for a permit only month by month payment. |
| | U.S. DEPARTMENT OF JUSTICE |
| / | FEDERAL BUREAU OF INVESTIGATION |
| By: | Dosemany Junn Mean |
| Title: | ENGINEERING SUPPORT SPECIALIST |
| Date: | July 10, 2012 |
| Please provide or correct the followin | g information: |
| · | Code 45 |

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.

Code 51(c)

123308825

| FBI Vendor Number | WAS9850402 |
|-------------------|------------|
| | |

Taxpayer Identification Number:

Bank Routing Number (9-digits)

Depositor Account Number

FBI Division Site Name License Expiration Date SEATTLE Code 30(d) 09/30/2020

TANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

| Reference is made to the agreement d | ated 11/01/2010 |
|---------------------------------------|---------------------------------|
| between the LICENSOR: | Washington State Patrol |
| A A A A A A A A A A A A A A A A A A A | P.O. BOX 42602 |
| | POC: Terri Johnson |
| | Olympia, WA 98504-2602 |
| POC: | TERRI JOHNSON |
| POC Phone: | 360-596-4063 |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE |
| | FEDERAL BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30(d) |

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2013 and ending September 30, 2014. The extension of this License Agreement is contingent upon Congressional approval of 2014 funding. Monthly License fee is \$873.00. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

By: Argenette & Januels

Title: Management and Program Analyst

Date: July 09, 2013

Please provide or correct the following information:

Taxpayer Identification Number:

Depositor Account Number

Bank Routing Number (9-digits)

123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.

FBI Division

Site Name

Site Number

License Expiration Date

| SEATTLE Code 30(d) | |
|--------------------|--|
| Code 30(d) | |

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

| | LICENSE RENEWAL | |
|--|---|---|
| Reference is made to the agreement dated | 11/01/2010 | |
| between the LICENSOR: | Washington State Patrol | 20 Table 1 |
| | P.O. BOX 42602 (BUDGET AND FISCAL SER | VICES) |
| | POC: Terri Johnson | |
| | Olympia, WA 98504-2602 | |
| POC: | TERRI JOHNSON | |
| POC Phone: | 360-596-4063 | 2 |
| and LICENSEE: For use of the following facilities: | u.s. department of justice federal bureau of investigation Code 30(d) | |
| September 30, 2015. The extension of this License fee is \$1,241.00. Due to the Congresolution basis at the beginning of the fis funds needed to issue a purchase order for be issued for a portion of the year until all Licensor submits monthly invoices. These levels permit only month by month payments. | FBI, Bldg 27958A, Quantico, VA 22135, Attn: Rac | onal approval of 2015 funding. Annual ernment may be operating on a continuing partment of Justice is passed, sufficient that circumstance, a purchase order may ement office. It is recommended that the cle for circumstances whereby funding |
| Licensor Acknowledgement: Date: | 8mi der 2/11/19 | |
| system increases visibility of vendor source for the Federal Government. Every vendor vendors are sent to the banking information enters into sam.gov is not accessible to an correct DUNS to use which contains the bette to keep the sam.gov registration up-to-date. | System for Award Management (SAM.gov) https://ces for specific supplies and services as well as est or registered in sam.gov has a unique Dun and Bra on that is tied to the DUNS number in sam.gov. To yone other than the vendor. It is necessary for the banking account information where payments will e and to ensure the banking information is correct. To provide the Routing and Account number below | ablishes a common source of vendor data dstreet (DUNS) number. Payments to be banking information that the vendor Licensor to ensure that the FBI has the be sent. The Licensor (vendor) is required |
| PAYME | NT INFORMATION FOR ELECTRONIC FUND T | RANSFER |
| Taxpayer Identification Number | Code 45 | (mandatory) |
| Licensor DUNS Number | 808883854 | (mandatory) |
| FINANCIAL INSTIUTION INFORMATIO | <u>NO</u> | |
| Depositor Account Number | Code 51(c) | |
| Bank Routing Number (9-digits) | 123308825 | |

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

(Revised 05/29/2014) Annual Site Renewal

FBI Division Site Name Site Number License Expiration Date SEATTLE

Code 30(d)

Code 30(d)

09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

| Reference is made to the agreement of | lated 11/01/2010 | |
|---|---|---|
| between the LICENSOR: | Washington | State Patrol |
| | P.O. BOX 4 | 2602 (BUDGET AND FISCAL SERVICES) |
| | POC: Julie | Hannah |
| | Olympia, W | A 98504-2602 |
| Pe | OC: Julie Hanna | 1 |
| POC Pho | one: 360-596-40 | j3 |
| and LICENSEE: | | RTMENT OF JUSTICE BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30 | (d) |
| September 30, 2016. The extension of License fee is \$1,241.00. Due to the Cresolution basis at the beginning of the funds needed to issue a purchase order be issued for a portion of the year until Licensor submits monthly invoices. The levels permit only month by month processes acknowledge below and return | of this License Age Congressional budge fiscal year and the entire year for the entire year all funding has will be proceed ayment. | his License Agreement for the period beginning October 1, 2015 and ending element is contingent upon Congressional approval of 2016 funding. Annually get process whereby the Federal government may be operating on a continuing continuing until the budget for the Department of Justice is passed, sufficient arly amount may not be available. In that circumstance, a purchase order may been provided to the program management office. It is recommended that the essed outside the purchase order vehicle for circumstances whereby funding 58A, Quantico, VA 22135, Attn: Radio Site Licensing. genette.Daniels@ic.fbi.gov at 703-985-2698. |
| Licensor Acknowledgeme | ent: | ylupidee |
| Da | ate: | 9/8/15 |
| system increases visibility of vendor: for the Federal Government. Every v vendors are sent to the banking informenters into sam.gov is not accessible t | sources for specifiendor registered in that is tied to anyone other the banking account. | ward Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This is supplies and services as well as establishes a common source of vendor data in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to to the DUNS number in sam.gov. The banking information that the vendor on the vendor. It is necessary for the Licensor to ensure that the FBI has the int information where payments will be sent. The Licensor (vendor) is required the banking information is correct. |
| PAY | MENT INFORMA | TION FOR ELECTRONIC FUND TRANSFER |
| Taxpayer Identification Number | Code 45 | (mandatory) |
| Licensor DUNS Number | 808883854 | (mandatory) |
| The Federal Bureau of Investig | ation is a part! | |

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

(Revised 05/29/2014) Annual Site Renewal

FBI Division

Site Name Site Number

License Expiration Date

| SEATTLE | |
|------------|--|
| Code 30(d) | |
| Code 30(d) | |
| 09/30/2020 | |

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

| Reference is made to the agreement dated | 11/01/2010 |
|--|--|
| between the LICENSOR: | Washington State Patrol |
| 210210011 | P.O. BOX 42602 (BUDGET AND FISCAL SERVICES) |
| | POC: Julie Hannah |
| | Olympia, WA 98504-2602 |
| POC: | Julie Hannah |
| POC Phone: | 360-596-4063 |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30(d) |
| September 30, 2017. The extension of this License fee is \$1,241.00. Due to the Congresolution basis at the beginning of the fis funds needed to issue a purchase order for be issued for a portion of the year until all Licensor submits monthly invoices. These levels permit only month by month paymer Please acknowledge below and return to F | es to renew this License Agreement for the period beginning October 1, 2016 and ending a License Agreement is contingent upon Congressional approval of 2017 funding. Monthly gressional budget process whereby the Federal government may be operating on a continuing cal year and continuing until the budget for the Department of Justice is passed, sufficient or the entire yearly amount may not be available. In that circumstance, a purchase order may a funding has been provided to the program management office. It is recommended that the ewill be processed outside the purchase order vehicle for circumstances whereby funding tent. FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing. Daniels, Angenette.Daniels@icfbi.gov at 703-985-2698. |
| NOTICE | C. A. JAM. (CAM. New // State // CAM/ This |
| | System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This ces for specific supplies and services as well as establishes a common source of vendor data |

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required

| Taxpayer Identification Number | Code 45 | (mandatory) |
|--------------------------------|-----------|-------------|
| Licensor DUNS Number | 808883854 | (mandatory) |

to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

| AMENDMENT OF SOLICITATION/MODIFI | | 1. CONTRACT ID CODE DJF-17-1800-P-0001113 | | | | |
|--|--|--|---|---|--|--|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHA | SE REQ. NO. | 5. PROJECT NO. (If applicable) | | |
| 0001 | 02/21/2017 | DJF-17-1800-PR-00 | 00515 | | | |
| 6. ISSUED BY CODE | LWH | 7. ADMINISTERED BY (If o | ther than Item 6) | CODE | | |
| PROCUREMENT SECTION ROOM 6823 935 PENNSYLVANIA AVE, NW WASHINGTON, DC 20535-0001 | · · · · · · · · · · · · · · · · · · · | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state | and ZIP Code) | | (X) 9A. AMENDM | IENT OF SOLICITATION NO. | | |
| WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA, WA 98504-2602 DUNS: 808883854 | | | 9B. DATED (S | CATION OF CONTRACT/ORDER NO. 800-P-0001113 SEE ITEM 13) | | |
| CODE 916001127 FAC | CILITY CODE 808883854 | | 11/22/2010 | 6 | | |
| | | MENDMENTS OF SOLIC | ITATIONS | | | |
| | EIPT OF OFFERS PRIOR To an offer already submitted is received prior to the operation of th | TO THE HOUR AND DATE S is, such change may be made sning hour and date specified FICATION OF CONTRAC R NO. AS DESCRIBED I | PECIFIED MAY RES by telegram or letter . CTS/ORDERS. N ITEM 14. | SULT IN REJECTION OF YOUR , provided each telegram or letter | | |
| B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN ITE | ORDER IS MODIFIED TO F M 14, PURSUANT TO THE ENTERED INTO PURSUA | REFLECT THE ADMINISTRA E AUTHORITY OF FAR 43.10 | TIVE CHANGES (sue | II | | |
| D. OTHER (Specify type of modification and updated period of performance | authority) | | | W II | | |
| E. IMPORTANT: Contractor X is not, is required to | sign this document and return | copies to the issuing office. | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by Unupdated period of performance | CF section headings, including | solicitation/contract subject matte | where feasible.) | e | | |
| Except as provided herein, all terms and conditions of the document refe | erenced in Item 9A or 10A, as h | eretofore changed, remains unch | anged and in full force ar | nd effect. | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | and the second s | 16A. NAME AND TITLE C | | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | acts Manager 15C. DATE SIGNED 2//3//7 | 16B. UNITED STATES OF STAT | Allison Cull AMERICA Moreovery Contracting Office | 16C. DATE SIGNED | | |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Section 2 - Commodity or Services Schedule

| | SCHEDULE OF SUP | PLIES/SERVI | CES | | П |
|---------|---|--------------------|---------|-------------------|---|
| | CONTINUATIO | | | St. | |
| TEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 | RENT - ANTENNA SITE RENTAL, Code 30(d) 10/1/2016 - 9/30/2017 | Previous : | EA | Previous: | Previous:\$1,241.00 |
| | Line Period of Performance: 10/01/2016 - 10/31/2016 | 1.000000 | | \$1,241.0000 | Change: \$0.00 |
| | Base Period | Change: 0.000000 | | Change: \$0.0000 | Current: \$1,241.00 |
| | Delivery Schedule: | Current : 1.000000 | | Current: | |
| | Quantity: 1.000000 FOB: | | | \$1,241.0000 | |
| Ü | Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135 | | | | |
| | | | | Base Total: | Original: \$1,241.00 Change: \$0.00 Current: \$1,241.00 |
| 10 | | و ا | Exercis | ed Options Total: | Previous: \$0.00 Change: \$0.00 Current: \$0.00 |
| | 2 | Un | exercis | ed Options Total: | Previous: \$0.00 Change: \$0.00 Current: \$0.00 |
| | > | | Base a | nd Options Total: | Previous: \$1,241.0 Change: \$0.00 Current: \$1,241.00 |

FUNDING DETAILS:

| NO. | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
|------|--------------|---|--|
| 0001 | 2 | Previous : \$1,241.00 Change: \$0.00 Current : \$1,241.00 | 2017 - LEBX - 1800 - 1826 - J7 1800_0227 - 23203 |
| | т Э | PREVIOUS: \$1,241.00 CHANGE: \$0.00 CURRENT: \$1,241.00 | |

No Clauses

Section 4 - List of Attachments

No Clauses

No Attachments

Page 1

| | OR | DER FOR SU | JPPLIES OR | SERVICE | S | | | | | |
|--------------------------|---|------------------|---------------------------|--------------------------|--|-----------------|---------------------|---------------|----------------------------------|-------------------------------------|
| | T: Mark all packages and pap | | | | | | | | | |
| 1. DATE OF 11/09/2017 | | 2. CONTRACT NO |). (It any) | a. NAME OF | CONSI | GNEE | 6. SF | IIP TO: | | |
| 3. ORDER N | | 4. REQUISITION/ | REFERENCE NO. | SEE SCHI | | | | | | |
| | 1800P0000484 | DJF-18-1800-P | R-0000756 | b. STREET ADDRESS | | | | | | |
| | OFFICE (Address correspond MENT SECTION | lence to) | | | | | | | | |
| ROOM 682 | 23 | | | c. CITY | | | | d | . STATE e. | ZIP CODE |
| | SYLVANIA AVE, NW STON, DC 20535-0001 | | | (OLUB) ((A | | | | | | |
| | | | | f. SHIP VIA | | | | | | |
| | CONTRACTOR | | | _ | | | 8. TYPE | OF ORDER | ? | |
| | ON STATE PATROL | | | D _{a PIII} | RCHASE | | 1 | | | Except for billing |
| b. COMPAN DUNS: 8088 | | | | REFERENC | CE YOUR | ₹: | | instru | ery order | ne reverse, this is subject to |
| c. STREET | | | | Please furr terms and | conditio | ons sp | ecified on | instru | of this form | ned on this side and is issued |
| | AND FISCAL SERVICE | ES | | both sides attached s | of this of the o | order a any, | nd on the including | subje | ect to the term e above-numbe | is and conditions |
| PO BOX 4 | 2602 | | | delivery as | indicated | | | | | |
| | | | | 10. REQUIS | | G OFFI | CE | | DANIELS, A aldaniels@fl | ANGENETTE L |
| d. CITY OLYMPIA | | e. STATE WA | f. ZIP CODE 98504-2602 | ERF RS | | S A. H | ARGRAVE | | antamersagn | bilict.101 |
| | TING AND APPROPRIATION | | 98304-2002 | BUILD QUAN | ING 27 | | 135 | | | |
| | LEBX-1800-1826-J7-OW | _ | | Qoniii | 1100, 1 | 71 22 | | | | |
| 11. BUSINES | SS CLASSIFICATION (Check | | | d. WOMEN-O\ | MNED [| ٦, | HUBZone | 12. F.O.B. | POINT | |
| | | | SMALL BUSINESS (V | | _ ` | | | D | | |
| | AN-OWNED L | | THE WOSB PROGRA | M | | EDWO | - | Destination I | on 5. DISCOUNT | TEDMO |
| | 13. PLACE OF | | 14. GOVERNMEN | I B/L NO. | OR BE | | | IN I ON I I | S. DISCOUNT | TERIVIS |
| a. INSPECT | ION b. ACCER | TANCE | | | | 11/ | 09/2017 | | NET: | 30 |
| | | | | | | | | | | |
| | | | CHEDULE (See | | | | | | | |
| ITEM NO. | SUPP | LIES OR SERVICES | | QUANTI | | JNIT | UNIT PRIC | CE | AMOUNT | QUANTITY |
| (a) | | (b) | THE PERSON NAMED IN | (c) | | (d) | (e) | | (f) | (9) |
| 0001 | Delivery Date: 11/09/20 | | da 20(d) | 1.00000 | 00 | EA | \$1,241.00 | 000 | \$1,241.00 | |
| | RENT - ANTENNA SIT Code 30(d) 0/1/2017 - 7/3 | TE RENTAL, CC | ode 30(d) | | | | | | | |
| | | 0/2010 | | | | | | | | |
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| | | | | | | | | | | |
| | See Continuation Sheet(| s) | | | | | | | | |
| | 18. SHIPPING POINT | 19. | GROSS SHIPPING V | VEIGHT | 20. INVC | ICE N | O | | | |
| | | | | | | | | | \$1,241.00 | 17(h) TOT. |
| SEE BILLII | NG a. NAME | 2 | 21. MAIL INVOICE TO | : | | | | | ψ1, 2 11.00 | (Cont. pages) |
| INSTRUCTION | ONS a. WAWE | Attn: JAMES A. I | HARGRAVES | | | | | | | pagesy |
| REVERS | | | TARORA V L3 | | | | | | | -+- |
| | ATTN: JAMES A | HARGRAVES, | BUILDING 27958 | A | | | | | | 17(i) GRAND |
| | c. CITY | | | d | STATE | e. 2 | ZIP CODE | | \$1,241.00 | TOTAL |
| | QUANTICO | | | | VA | | 22135 | | | |
| 22. UNITED | STATES OF AMERICA BY (S | ignature) | 1 | | | 23. | NAME (Type | | te L. Daniels | 3 |
| , XI | naeneste | N/ | anielo | | | | TITLE: CC | | NG/ORDERING | |
| AUTHORIZAL | 1 | 011 | · · · · · | | | | | | | |
| PREVIOUS E | FOR LOCAL REPRODUCTI DITION NOT USABLE | OIN C | | | | | OP | | | (REV. 2/2012) R 48 CFR 53.213(f) |

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES **CONTINUATION SHEET** UNIT **UNIT PRICE** ITEM NO. QUANTITY **AMOUNT** SUPPLIES/SERVICES Line Period of Performance: 10/01/2017 - 07/30/2018 Base Period Delivery Schedule: Quantity: 1.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135 \$1,241.00 Base Total: Exercised Options Total: Unexercised Options Total: \$0.00 \$0.00 Base and Options Total: \$1,241.00

FUNDING DETAILS:

| ITEM NO. | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
|-------------|--------------|-------------------|--|
| 0001 | 1 | \$1,241.00 | 2018 - LEBX - 1800 - 1826 - J7 1800_0227 - 23203 |
| | | TOTAL: \$1,241.00 | |

15F067181800P0000484

Page

Section 4 - List of Attachments

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(Revised 11/03/2016) Annual Site Renewal

FBI Division

Site Name Site Number

License Expiration Date

SEATTLE

Code 30(d) Code 30(d)

09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

RECEIVED

| Reference is made to the agree | ement dated | 11/01/2010 | JUN 2 6 2018 |
|--------------------------------|-------------|---|----------------|
| between the LICENSOR: | | Washington State Patrol | |
| | | P.O. BOX 42602 (BUDGET AND FISCAL SERVICES) | UDGET & FISCAL |
| | | POC: Julie Hannah | WSP |
| | | Olympia, WA 98504-2602 | , , |
| | POC: | Julie Hannah | |
| Pe | OC Phone: | 360-596-4063 | X 6. |
| and LICENSEE: | | U.S. DEPARTMENT OF JUSTICE | |

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2018 and ending September 30, 2019. The extension of this License Agreement is contingent upon Congressional approval of 2019 funding. Annual License fee is \$1,241.00. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at 703-985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

Code 30(d)

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number

For use of the following facilities:

Code 45

Licensor DUNS Number

808883854

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

| | ORD | ER FOR | SUPPLIES OR | SERVICES | | | 1 | |
|-------------------------------------|---|-----------------------------|--|--|----------------|---|------------------------|--|
| | rk all packages and pape | | | T | | | | |
| 1. DATE OF ORD | ER | 2. CONTRAC | T NO. (If any) | | | TO: JAMES A | . HARGRAVE | S |
| 11/06/2018 | | 4 DECLUCIE | OMBEEEDENGENG | a. NAME OF COI | NSIGNEE | | | |
| 3. ORDER NO. 15F06719P000 | 1207AN | - | ON/REFERENCE NO. 00-PR-0000288 | ERF RSDU | | | | |
| A | CE (Address corresponde | | 00-FK-0000288 | b. STREET ADDI | RESS | | | |
| | CE (Address corresponde REAU OF INVESTIG | | | ATTN: JAME | S A. HAR | GRAVES, BU | ILDING 27958 | BA |
| | NAL ACQUISITION | | IS UNIT | c. CITY | | | d. STATE | e. ZIP CODE |
| 935 PENNSYLV | VANIA AVE, NW | | | QUANTICO | | | VA | 22135 |
| WASHINGTON | N, DC 20535-0001 | | | f. SHIP VIA | | | | |
| 7. TO: | | | | 4 | | | | |
| a. NAME OF CON | NTRACTOR | | | | | 8. TYPE OF | ORDER | |
| WASHINGTON S | TATE PATROL | | | | | | 1 | Fire and for hilling |
| b. COMPANY NA | | | | a. PURCHA | | | instructions on | Except for billing the reverse, this |
| DUNS: 80888385 | 4 | | | REFERENCE YO | | ng on the | delivery order | r is subject to ntained on this side |
| c. STREET ADDR | RESS | | | terms and con | ditions spe | ecified on | only of this f | orm and is issued |
| BUDGET AND | D FISCAL SERVICES | S | | both sides of the | , if any, | including | | terms and conditions mbered contract. |
| PO BOX 42602 | 2 | | | delivery as indica | ated. | | | |
| | | | | 10. REQUISITIO | NING OFFI | CE | | |
| d. CITY | | e. STATI | f. ZIP CODE | FEDERAL | BUREAU | OF INVESTI | GATION | |
| OLYMPIA | | WA | 98504-2602 | NAPU - NA | TIONAL | ACQUISITIC | N PROGRAM | S UNIT |
| | AND APPROPRIATION | | | 935 PENNS | YLVANI | A AVE, NW 20535-0001 | | |
| FBI-2019-LEB | X-1800-1826-J7-OW | -1800_0227- | 23203-2019 | WARDINING | 1011, DC | 20333-0001 | | |
| 11. BUSINESS CI | LASSIFICATION (Check | appropriate bo | x(es)) | | | 12. | F.O.B. POINT | |
| | b. OTHER THAN SM | | | d. WOMEN-OWNE | D 🔲 e. I | HUBZone | | |
| f. SERVICE-I | DISABLED | WOMEN-OWN | NED SMALL BUSINESS (| WOSB) | | _ | | |
| | | ELIGIBLE UNI | DER THE WOSB PROGR | AM L | h. EDWO | | | NT TERMS |
| | 13. PLACE OF | | 14. GOVERNMEN | 1 B/L NO. 15. | BEFORE (| IO F.O.B. POINT (Date) | ON 16. DISCOU Days: | INTTERMS |
| a. INSPECTION | b. ACCEP | TANCE | | [5.1 | DE: 0112 (| 24.0) | Days: | |
| | | | | 1 | | | Days: | |
| | | | 7. 00VEDULE (0 | | | | Days: | |
| | | | 7. SCHEDULE (See | | | | | |
| ITEM NO. | SUPPL | JES OR SERV | ICES . | QUANTITY ORDERED | UNIT | UNIT PRICE | AMOUNT | QUANTITY ACCEPTED |
| (a) | | (b) | | | (d) | (e) | l (n | |
| 0001 | | | | (C) | | | 1 19 | 1 (9) |
| | A CLUD LOTTON LOTT A TOTAL | DATE | Codo 30(4) | 1 000000 | | | | (g) 10 |
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| Co | e Continuation Sheet(s | 8) | | 1.000000 | EA | \$1,241.0000 | | |
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| Co | e Continuation Sheet(s | 8) | | 1.000000 | EA | \$1,241.0000 | \$1,241.0 | |
| Co | e Continuation Sheet(s | 8) | | 1.000000 WEIGHT 20.1 | EA | \$1,241.0000 | | |
| See BILLING | e Continuation Sheet(s | 8) | 19. GROSS SHIPPING | 1.000000 WEIGHT 20.1 | EA | \$1,241.0000 | \$1,241.0 | 0 17(h) TOT |
| See | e Continuation Sheet(s | 8) | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 | EA NVOICE N | \$1,241.0000 | \$1,241.0 | 0 17(h) TOT (Cont |
| SEE BILLING INSTRUCTIONS | e Continuation Sheet(s | s) · · · · · | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 | EA NVOICE N | \$1,241.0000 | \$1,241.0 | 0 17(h) TOT (Cont |
| SEE BILLING INSTRUCTIONS ON | e Continuation Sheet(s | s) · · · · · | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 | EA NVOICE N | \$1,241.0000 | \$1,241.0 | 0 17(h) TOT (Cont pages |
| SEE BILLING INSTRUCTIONS ON | e Continuation Sheet(s | s) · · · · · | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 | EA NVOICE NO | \$1,241.0000 | \$1,241.0 | 0 17(h) TOT (Cont |
| SEE BILLING INSTRUCTIONS ON | e Continuation Sheet(s 18. SHIPPING POINT a. NAME SUBMIT ALL IN b. STREET ADDRESS | s) · · · · · | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 D: AL_INVOICES | EA NVOICE NO | \$1,241.0000 V | \$1,241.0 | 0 17(h) TOT (Cont pages |
| SEE BILLING INSTRUCTIONS ON REVERSE | e Continuation Sheet(s 18. SHIPPING POINT a. NAME SUBMIT ALL INT b. STREET ADDRESS c. CITY | VOICES VIA | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 D: AL_INVOICES | NVOICE NO | \$1,241.0000 V ZIP CODE | \$1,241.0 | 0 17(h) TOT (Cont |
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| SEE BILLING INSTRUCTIONS ON REVERSE | e Continuation Sheet(s 18. SHIPPING POINT a. NAME SUBMIT ALL INT b. STREET ADDRESS c. CITY | VOICES VIA | 19. GROSS SHIPPING 21. MAIL INVOICE T | 1.000000 WEIGHT 20.1 D: AL_INVOICES | NVOICE NO | \$1,241.0000 V ZIP CODE NAME (Typed) | \$1,241.0 | 0 17(h) TOT (Cont pages) 17(i) GRANE TOTAL |

Section 2 - Commodity or Services Schedule

| SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET | | | | | | |
|---|---|----------|-----------|-------------------|------------|--|
| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | |
| | Line Period of Performance: 10/01/2018 - 10/31/2018 | | | | | |
| | Base Period | | | | | |
| | | | | Base Total: | \$1,241.00 | |
| | | | Exercise | ed Options Total: | \$0.00 | |
| | | U | nexercise | ed Options Total: | \$0.00 | |
| | | | Base an | d Options Total: | \$1,241.00 | |

FUNDING DETAILS:

| NO. | | \$1.241.00 | FBL2010-I FBX-1800-1826- IZ-OW-1800-0227-23203-2010 |
|------|---|------------|---|
| 0001 | 1 | \$1,241.00 | FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019 |

C110456FED

INTERAGENCY AGREEMENT

WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

THIS AGREEMENT is made and entered into October 25, 2010 by and between the WASHINGTON STATE PATROL, Property Management Division, 8623 Armstrong Road SW, Olympia, WA 98504-2626 (hereinafter referred to as WSP) and the DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, ERF Bldg 27958A, Quantico, VA 22135 (hereinafter referred to DOJ).

IT IS THEREFORE MUTUALLY AGREED THAT:

The WSP, for and in consideration of the terms and conditions as specified herein, hereby grants and conveys to DOJ the following:

A nonexclusive right to occupy and use the WSP-owned radio building and to occupy and use the WSP-owned antenna tower located at the Department of Natural Resource (DNR) owned Code 30(d) communication site located in Whatcom County, Washington State. (Reference DNR Lease# 52-082603).

TERM.

The initial term of this agreement shall run from 11/1/2010 to 09/30/2010 (base year). Licensee may extend the term of this Agreement for nine one-year option periods. Each option period shall run from October 1 until September 30 so as to conform to the Government's fiscal year. In addition, Licensee shall give the Licensor a written notice of intent to renew at least sixty (60) days before the option period expires on September 30.

PERMITTED USE

Space within the WSP-owned building and WSP-owned tower to install, maintain, repair and operate electronic equipment as described in attached Technical Data Sheets. Installation is to be coordinated with WSP Electronic Service Division and Property Management Division. No additional equipment is to be installed without prior review and written approval by WSP and DNR.

DOJ shall adhere to minimum site engineering standards, all applicable laws and regulations and shall not cause interference with any other electronic transmitting or receiving equipment.

CONSIDERATION

DOJ shall reimburse WSP all fees charged by the DNR for DOJ access and equipment site (see attached). DOJ will pay an annual access and space rental fee of \$525.00/year. DOJ will pay an annual electricity fee of \$348.00/year. All fees are subject to future adjustment. Fees to be paid upon receipt of properly executed invoice voucher. Fees provided for herein shall be due and payable in arrears. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made by electronic funds transfer. Any interest liability for late payment shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act, Federal Acquisition Regulation 52.232-25.

TERMINATION

Either party may cancel this agreement at any time without penalty by providing the other party ninety days (90) notice.

HOLD HARMLESS

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and agree to save, indemnify, defend, or hold the other party harmless from any such liability. In the case of negligence of both WSP and DOJ, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

LIABILITY and INSURANCE

DOJ assumes liability for claims and/or liability for personal and property damages arising out of the acts, omissions, or negligence of DOJ or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein licensed premises or (2) the failure of the DOJ or its employees acting in the scope of their employment to observe and abide by any of the terms or conditions of this Agreement. This assumption of liability is coextensive with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and federal law. Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary damages. The Department of Justice is an agency of the United States Government and is self-insured.

HAZARDOUS SUBSTANCES

WSP warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which, if found on the property, would subject the owner or user to any damages, penalty or liability under an applicable local, state or federal law or regulation. WSP shall indemnify and hold harmless the DOJ with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the DOJ.

FREQUENCIES

All federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent certified mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

WSP Technical and Administration

WASHINGTON STATE PATROL

Attn: Property Management Division P.O. Box 42626 8623 Armstrong Road SW Olympia, WA 98504-2626

DOJ Technical

WIRELESS MANAGEMENT OFFICE

Attn: Fred Zumwalt 12801 Fair Lakes Parkway Suite 100 Fairfax, VA 22033 (202) 598-2026 Fred.Zumwalt@usdoj.gov

DOJ Administrative

FEDERAL BUREAU OF INVESTIGATION

Attn: Kelly Haden ERF Bldg 27958A Quantico, VA 22135 (703) 985-6714 khaden@fbiacademy.edu

IN WITNESS WHEREOF, the parties hereto subscribed their names.

STATE OF WASHINGTON WASHINGTON STATE PATROL

DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

By Margaret D. Einspahr

Date 10/24/2010

By

Chief John R. Batiste

Date

By Judy Smith, Contracts Specialist

(360) 596-6010

Judy.Smith@wsp.wa.gov

Margaret D. Einspahr Contracting Officer Federal Bureau of Investigation

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

| STATE OF WASHINGTON) |
|--|
| County of THURSTON) ss. |
| I, the undersigned, a Notary Public, do hereby certify that on this 15th day of November , 2010, before me personally appeared, Affrey R. Hughen . Washington State Patrol, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. |
| In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written. |
| Notary Public in and for the State of Washington, Residing at Olympia, (Dashington) My commission expires July 29, 2014 |
| STATE OF Virginia) ss. County of Staffold) |
| I, the undersigned, a Notary Public, do hereby certify that on this day of 2 to October, 20 to, before me personally appeared Margared D Binspah and said person(s) acknowledged that signed this instrument, and on oath stated that swe was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. |
| In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written. |

O OF 3

Kelly A. Haden
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 353472
My Commission Expires
March 31, 2012

Notary Public in and for the State of Virginia
Residing at FBT Academy
My commission expires 3312012

JAY INSLEE Governor



STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO BOX 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

September 11, 2013

Attention Ricky Stroupe
US Department of Homeland Security
US Customs and Border Protection
FM&E Logistics Center
150 Westpark Way
Euless TX 76040-3962



Subject: WSP Agreement No. C110482GSC - Rental Adjustment - Code 30(d)

Dear Lessee:

The Consideration Clause of the agreement referenced above states that the Lessee shall reimburse WSP all fees charged by the Department of Natural Resources (DNR) for the access and equipment on site plus electricity. Those fees are subject to future adjustment.

DNR has calculated a new annual rent effective August 1, 2013, see attached letter, based on the state's Communication Program Rent Schedule for a Site Class 3 Site. From the results of a recent inspection of the site, DNR found that the Department of Homeland Security has currently six (6) units.

The new annual rent has been determined to be:

| 6 units at \$721.00 each | \$4,326.00 |
|--|------------|
| Road Use Fee \$100.00 per Sublessee | \$ 100.00 |
| Electricity 1-4 channels @ \$35.00 month | \$_600.00_ |
| TOTAL RENT | \$5,026.00 |

An invoice for the new rent adjustment will be sent to you at your annual billing period.

If any changes to frequency units were found at the recent inspection with your agency, we will be working with you to obtain new technical data sheets to update our lease file and send to DNR.

() 内蒙沙

Rental Adjustment Page 2

The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Terri Johnson at (360) 596-4063 or terri.johnson@wsp.wa.gov.

Sincerely,

Mr. Robert L. Maki, CFE, COFM Budget and Fiscal Services

RLM: tlj

cc: Ms. Terri L. Johnson, Budget and Fiscal Services Mr. Robert A. Schwent, Electronic Services Division

Enclosures



JUL 0 1 2013

FACILITIES MGMT.

June 26, 2013

Washington State Patrol P.O. Box 42626 Olympia, WA 98504-2626

Re: Communication Site Lease No. 52-082603, Code 30(d) C090309GSC

Dear Lessee:

Clause 3.02 of the above referenced lease states that a new annual rent will be established effective August 1, 2013.

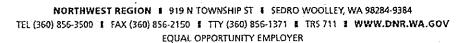
We have calculated the new rent based on the State's Communication Program Rent Schedule for a Site Class 3 site and on the results of an inspection of the site in September 2012 which revealed four additional units.

The new annual rent has been determined to be:

| Site Rent for up to 2,500 sq. ft. | \$ 2,736.00 |
|--|--------------------|
| 7500 additional sq. ft. at 72¢/sq. ft. | \$ 5,400.00 |
| 23 units at \$721 each | \$16,583.00 |
| Road Use Fee \$100.00 per Sublessee | \$ 1,200.00 |
| TOTAL RENT | \$25,919.00 |

An invoice will be sent to you in early July.

We will be working with your agency in the near future to update the lease file by requesting technical data sheets for our approval and authorization of additional sublessees, if required.





Washington State Patrol June 26, 2013 Page 2 of 2

Please contact Kathi Ray at (306) 854-2857 if you have any questions.

Sincerely,

Laurie Bergvall

Acting Northwest Region Manager

cc:

Terri Johnson – Contracts Budget and Fiscal Services Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602

Washington State Patrol Electronic Services Division 321 Cleveland Ave. Ste A Turnwater, WA 98501-3348

Title & Records Office Region file 52-077304

INTERAGENCY AGREEMENT

WASHINGTON STATE PATROL AND SUB-LESSEE

CUSTOMS & BORDER PROTECTION

THIS AGREEMENT is made and entered into February 16, 2010 by and between Washington State Patrol (hereinafter referred to as WSP) and Customs & Border Protection (hereinafter referred to as (CBP).

IT IS THEREFORE, MUTUALLY AGREED THAT:

The WSP, for and in consideration of the terms and conditions specified herein, hereby grants and convey to CBP the following:

A nonexclusive right to occupy and use the WSP owned radio building and to occupy and use the WSP owned antenna tower located at the Department of Natural Resource (DNR) owned Code 30(d) Communication Site located in Whatcom County, Washington State. (DNR Lease #52-082603)

 $\underline{\text{TERM.}}$ The term of the Agreement shall commence on the day of execution and shall be on an annual tenancy.

PERMITTED USE Space within the WSP owned building and WSP owned tower to install, maintain, repair and operate electronic equipment as described in attached "Technical Data Sheets". Installation is to be coordinated with WSP Electronic Service Division and Property Management Division. No additional equipment is to be installed without prior review and written approval by WSP and DNR.

CBP shall adhere to minimum site engineering standards, all applicable laws and regulations and shall not cause interference with any other electronic transmitting or receiving equipment.

CONSIDERATION CBP shall reimburse WSP all fees charged by the DNR for the CBP access and equipment on site (copy attached) plus electricity fee of \$578.00 per year. Fees are subject to future adjustment. Fees to be paid upon receipt of properly executed invoice voucher.

TERMINATION This agreement may be terminated by either party by giving written notice to the other party thirty (30) days prior to the effective date of termination.

HOLD HARMLESS

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership formed as a result of this Agreement. Each party hereto agrees

to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and agree to save, indemnify, defend, or hold the other party harmless from any such liability. In the case of negligence of both WSP and CBP, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, Each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

HAZARDOUS SUBSTANCES

WSP warrants no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty or liability under an applicable local, state or federal law or regulation. WSP shall indemnify and hold harmless the CBP with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the CBP.

NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent by certified mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

СВР

WSP:

CUSTOMS & BORDER PROTECTION 7501 Boston Boulevard Room #107 Springfield, VA 20598

WASHINGTON STATE PATROL Property Management Div P.O. Box 42626 8623 Armstrong Road SW Olympia, WA 98504-2626

This Shanse

IN WITNESS WHEREOF, The parties hereto subscribed their names.

CUSTOMS & BORDER PROTECTION

STATE OF WASHINGTON WASHINGTON STATE PATROL

| By: Sarry E. Walker Title: Contracting OFFICER Date: 11/8/2010 0115.02-04-2010 | By: Chief John R. Batiste Deputy Chief David J. Karnitz Date: 12.21) |
|--|---|
| | By: |

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

| STATE OF WASHINGTON) |
|--|
| County of THURSTON) |
| I, the undersigned, a Notary Public, do hereby certify that on this day of, 2010, before me personally appeared,,, |
| In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written. |
| Notary Public in and for the State of Washington, Residing at Thurston Co My commission expires 3/28/12 |
| STATE OF Florida) County of Orange) |
| I, the undersigned, a Notary Public, do hereby certify that on this day of Notember 8, 2010, before me personally appeared and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. |
| In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written. |
| ego II A |
| Notary Public in and for the State of 1/0 rida Residing at 2483 cypress Yrace circle Orlando Fe 32825 My commission expires June 16, 2014 |



Please complete one data sheet for each unit Lessee Information: 2. Chief Engineer or Service Provider Info: Lessee Name: Phone: Name: Phone: **CUSTOMS & BORDER** 407-9751734 Tom Alexander -(703) 921-7503 PROTECTION DHS/CBP and Jeff Ross - DOJ IWN Zone Manager Address: City, State, Zip: Address: City, State, Zip: Everson, 7501 Boston Boulevard, Springfield, VA 20598 7600 South Pass Road, Washington, Room #107 98247 Everson Emergency Phone: (425) 423-8117 or (360) 318-1626 EXT 11 3. Premises Information: Site Name: New Code 30(d) Site: Code 30(d) Lease Number: Pending Location at site: New Code 30(d) WN (DOJ/DHS CBP) Radio Site (Site or building name): Latitude and Longitude: □ NAD27 or □ NAD83 or ☑ WGS84 (at center of tower).... Lalitude Code 30(d) Latitude Code 30(d) Longitude and Longitude Code 30(d) Elevation of site: (at center of tower) 3421 Feet

4. Equipment

| a. NTIA Call Sign (Registration Information) | J074668, J055853, J055853, J055855 |
|--|---------------------------------------|
| b. Date FCC License Issued: | January 9, 2008 |
| c. Equipment Manufacturer: | Motorola |
| d. Model Number: | C99ED/X53 |
| e. Class of Service (FCC Symbol): | FBR |
| f. Type of Emission (FCC Symbol): | 8K10F1E and 8k10F1D |
| g. Effective Radiated Power (Watts) | 50 WATTS ERP |
| h. Transmit output power (watts): | 125 WATTS |
| i. CTCSS control tone (Hz): | Not Applicable |
| j. Type of unit, i.e., microwave, cellular, | LMR Trunk Radio |
| paging, etc. (For cell, also fill out 9. a. below) | System |
| k. Is power on continuously? | Yes No |
| 1. If amateur radio operator, is this unit: (NA) | Voice Packet |

5. <u>Units (Transmitter only or Transmitter/Receiver):</u> Complete for all leases

| Transmit Freq.(MHZ) | Receive Freq. (MHZ) | Channels- please indicate number and type - |
|---------------------|---------------------|---|
| | | analog, digital, etc) |
| Code 30(d) | Code 30(d) | Digital |
| | | Digital |
| | | Digital |
| · . | - | |

6. Dish Antennas

| Diameter (feet) | Location on Tower (i.e., SE Leg) | Height on Tower at Base of Antenna | Beam Path Width | Beam Path Length | Azimuth | Tilt |
|--------------------|--|--|--------------------|---------------------|---------|------|
| NA | NA NA | NA NA | NA | NA | NA. | NA_ |
| | | | | | | |

7. Pole (Stick) (or other type); CELWAVE OMNI - Directional Antenna BA1010

| Length (feet) | Location on Tower (i.e., SE Leg) | Height on Tower at Base of Antenna |
|---------------|----------------------------------|---------------------------------------|
| 1) 4ft Dipole | North East Leg | 175-feet |
| 1) 4ft Dipole | North East Leg | 195-feet |
| | | |

8. Name of Location beam goes to: North Sumas/Washington

| 9. | <u>Additional Informatio</u> | n: |
|----|------------------------------|----|
| | | |

9.a Circle all that apply for cellular technology: Does Not Apply (VHF Trunk System)

| AMPS | CDMA (IS-95A) | TDMA | GSM | IDEN | UTMS |
|-------|------------------|--------|---------------|-------|------|
| | CDMA(IS-95B) | IS-54 | GSM w/ AMR | 1XRTT | EDGE |
| | CDMA2000 1X | IS-136 | OSM FFR w/AMR | 1xEV | GPRS |
| Other | (please specify) | | | | |

Lease Summary Information: 10.

Lease Number: <u>Please Complete</u>
Total Square Feet of Floor Space used <u>4-Feet square by 7ft high.</u>

Number of Subscribers 2000

Lessee Signature Karry E. Walker ______Date_2/14/2010 Date 12-2-)0

WSP Signature_

EXHIBIT C TECHNICAL DATA SHEET For Communication Sites

Please complete one data sheet for each unit

| 1. <u>Lessee Information:</u> | | 2. <u>Chief Engineer or Service Provider Info:</u> | | |
|---|-------------------|--|-------------------|--|
| Lessee Name: | Phone: | Name: | Phone: | |
| US Border Patrol | 360 332-9200 | Stuart Chapman | 360 318-1626 X 11 | |
| Address: | City, State, Zip: | Address: | City, State, Zip: | |
| 2410 Natures path Way | Blaine WA 98230 | 1330 Loomis Trail Rd | Custer, WA 98240 | |
| - | | Emergency Phone: 360 | 332-9225 | |
| 3. Premises Information | on: | | | |
| Site Name: | | Sumas Mt | | |
| Lease Number: | | Unknown | | |
| Location at site: (Site or building name): | gt < | Code 30(d) _{WSP towe} | r shelter | |
| Latitude and Longitude: (at o | center of tower) | Codo 20/ | <u> </u> | |
| Elevation of site: (at center | | Code 30(| | |

4. Equipment

| a. FCC/NTIA Call Sign | See attached |
|--|----------------------------------|
| b. Date FCC License Issued: | See attached |
| c. Equipment Manufacturer: | Monitron |
| d. Model Number: | RD301/FAT75/SPT-152 |
| e. Class of Service (FCC Symbol): | See attached |
| f. Type of Emission (FCC Symbol): | F2D |
| g. Effective Radiated Power (Watts) | 5 Watt |
| h. Transmit output power (watts): | 5 Watt |
| i. CTCSS control tone (Hz): | None |
| j. Type of unit, i.e., microwave, cellular, paging, etc. (For cell, also fill out 9. a. below) | VHF Sensor data burst tansmitter |
| k. Is power on continuously? | No |
| 1. If amateur radio operator, is this unit: | Voice Packet |

5. <u>Units (Transmitter only or Transmitter/Receiver):</u> Complete for all leases

| Transmit Freq.(MHZ) | Receive Freq. | (MHZ) | Channels- please indicate number and type - |
|---------------------|---------------|-------|---|
| Code 30(d) | Code 30(d) | | analog, digital, etc) Digital Narrow Band |
| | | | Digital Narrow Band |

Code 30(d)

Code 30(d)

EXHIBIT C TECHNICAL DATA SHEET For Communication Sites

| 6. <u>I</u> | Dish Anto | ennas | * | * | | | |
|---|------------------------------------|---|--|--|-----------------------|-----------------|----|
| Diamete (feet) | 170,000,000 | cation on ver (i.e., SE Leg) | Height on Tower at Base of Antenna | Beam Path Width | Beam Path Length | Azimuth | Ti |
| , | | | | | | | |
| | ole (Stic | | r type) Antennas | op mala | M . | n 41 | |
| (feet) | eugtu | Location Leg) | on Tower (i.e., | SE Height of Antenna | on Tower at | Base of | |
| 5' Yaggi | | | sw | 40 | | | |
| 8' FD | | | NE | 60 | | 3 | |
| 8. <u>N</u> | ame of | Location be | eam goes to: 241 | 0 Natures Pa | th Way, Blain | e WA | |
| 9. | Additions | al Informat | | | th Way, Blain | e WA | |
| 9. | dditions | al Informat | | ology: | 30.00 | | |
| 9. <u>A</u> 9.a C | ircle all | that apply (IS-95A) | for cellular technol TDMA GS | ology: | th Way, Blain | e WA UTMS EDGE | _ |
| 9. <u>A</u> 9.a C AMPS | ircle all CDMA CDMA | that apply (IS-95A) (IS-95B) (2000 1X | for cellular technology GS TDMA GS IS-54 GS | ology: M | iDEN 1XRTT | UTMS | |
| 9.a C AMPS Other (pl 10. L Lease Nu | ircle all CDMA CDMA CDMA ease spec | that apply (IS-95A) (IS-95B) (2000 1X eify) nmary Info | for cellular technology TDMA GS IS-54 GS IS-136 GS | ology: M M w/ AMR M FFR w/AMR | iDEN IXRTT 1xEV | UTMS EDGE | |
| 9.a C AMPS Other (pl 10. L Lease Nu Total Squ Number of | ircle all CDMA CDMA CDMA ease spec | that apply (IS-95A) (IS-95B) (2000 1X eify) nmary Info | for cellular technology of the cellular technolo | ology: M M w/ AMR M FFR w/AMR | iDEN IXRTT 1xEV | UTMS EDGE | |

Auth ID: THR110702 Contact ID: CNF1107 Use Code: 352 FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 5

This amendment is attached to and made a part of the <u>THR110702</u> special use authorization for <u>GOVERNMENT OWNED BUILDING #2015</u> issued to <u>WASHINGTON, STATE OF, PATROL</u> on 01/11/2011 which is hereby amended as follows:

To extend the expiration date to 12/31/2019. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions <u>N/A to N/A</u> attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|-------------------------|--|
| ROBERT MAKI | RODNEY D. SMOLDON |
| | |
| | |
| Chief Financial Officer | D |
| Chief I manetal Officer | Forest Supervisor |
| Holder Title | Forest Supervisor Authorized Officer Title |
| | Authorized Officer Title |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Auth ID: THR110702 Contact ID: CNF1107

FS-2700-23 (v. 10/09) OMB No. 0596-0082

Use Code: 352

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **AMENDMENT** FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 5

This amendment is attached to and made a part of the THR110702 special use authorization for GOVERNMENT OWNED BUILDING #2015 issued to WASHINGTON, STATE OF, PATROL on 01/11/2011 which is hereby amended as follows:

To extend the expiration date to 12/31/2019. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|-------------------------|--------------------------|
| Wally Maly | Roder W. Suddon |
| ROBERT MAKI | RODNEY'D. SMOLDON |
| | |
| | |
| | |
| Chief Financial Officer | Forest Supervisor |
| Holder Title | Authorized Officer Title |
| Date 12/3/18 | 12/04/2018 Date |
| | |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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Auth ID: THR110702 Contact ID: CNF1107 Use Code: 352 FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 4

This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON, STATE OF, PATROL on 01/11/2011 which is hereby amended as follows:

To amend the permit expiration date to 12/31/2018. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions NA to NA attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|-------------------------|---------------------|
| flex out I Maly | Radia Gudden |
| Holder Name | RODNEY D. SMOLDON |
| ROBERT MALL | y c |
| Holder Title | Forest Supervisor |
| CRO | ∞ p |
| Date / / | Date |
| 12/0/17 | 12/10/2017 |

Approval as to form

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2017 to September 30, 2018:

| Cost Element | Cost to GOV * | Remarks | | |
|----------------------------------|------------------|--|--|--|
| Lawn Care/Snow | \$3,742.00 | Road Maintenance - Snow removal (5 days @ \$332/day); | | |
| Removal ** | | Ground maintenance - Care & watering (1/8 day/week-5 days @ \$400/day) | | |
| | | Ground maintenance - Supplies (Appx. 9% of salt, parking lot cleaning) | | |
| Garbage Service | \$300.00 | \$25/month (Apx. 9% of total compound) | | |
| Janitorial Services | \$2.200.00 | Weekly cleaning cost | | |
| Janitonal Services | \$2,390.00 | Additional cleaning (1 carpet cleaning, 1 strip/wax, & 1 window washing) | | |
| HVAC Maintenance | \$354.00 | HVAC checks and filter changes (1 day @ \$254/day) | | |
| HVAC Maintenance | \$354.00 | Filters (\$100/yr) | | |
| Fire Alarm Maintenance/ | \$100.00 | Annual fire extinguisher inspections (billed direct) | | |
| Inspection | \$100.00 | Annual inspection done by contract | | |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company | | |
| Utilities – Sewer/Water | \$1,200.00 | \$100/month (Appx. 13% of compound) | | |
| Forest Service | \$4,775.00 | Coordination and administration of Janitorial contracts (2 days @ \$218/day) | | |
| Personnel | , | Minor facility maintenance (2 days @ \$254/day) | | |
| | | Facility inspections (2 days @ \$607/day) | | |
| | | Special Use Support - administration support of SUP (3 days @ \$315/day) | | |
| | | Special Uses - administration of SUP (4 days @ \$418/day) | | |
| Subtotal – Direct Costs | \$12,861.00 | | | |
| Forest Service Indirect Costs | \$1,028.88 | (8% of Direct Cost) | | |
| | | | | |
| Total Estimated Cost *** | \$13,889.88 | | | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2017 to 9/30/2018. Washington State Patrol is the sole occupant of Building #2015.

Holder Signature

Authorized Officer Signature

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2018 through December 31, 2018

CY2018 G-T Fee Calculation

The calculations below are for calendar year 2018. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by <u>Washington State Patrol for</u> use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2018.

| Calendar | Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees |
|----------|------------|--------------|------------|---------|-----------------|
| Year | Number | Value | @ 6% | Offset | Due for CY18 |
| 2018 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| | Total Amt. | | | | |
| | Due | | | | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2018 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future <u>long-term maintenance</u> and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-----------------------|--------------------------|------------------------|
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | None |
| 2013 | Billed | \$7,021.00 | None | None |
| 2014* | Billed | \$7,021.00 | None | None |

| 2015** | | \$0.00 | None | \$3,694.36 |
|--------|-------------|-------------|----------------------|---------------------|
| 2016 | Billed | \$14,072.76 | None | \$1,041.09 - |
| F 1 | 7. | | | agreement |
| | | | | mgmt., electrical |
| | | | | box marking |
| 2017 | Update | \$7,021.38 | \$38,000 | Windows and |
| | Exhibits - | | Replace picture | exterior façade |
| | work on New | | windows, exterior | replaced and |
| | Permit | | wood façade. | painted \$20,920, |
| | 1 Citilic | | Repaint exterior | existing duct |
| | 1 | у н | trim. New | worked cleaned |
| | | | landscape design | \$164, pest control |
| | | | and | \$296, updated nev |
| | | | implementation. | LED lights interior |
| v. | 9 | II De | Remodel | and exterior |
| | | : | bathroom. New | \$1000, draft land |
| | · · | | exterior lights; new | scape design |
| | | | interior and | \$374. |
| | | 200 | exterior LED lights, | 1 |
| | | | New HVAC | |
| | At . | 7 | controls, potential | |
| | 4 | | sidewalk | 3 |
| 4 | | | construction | |
| 2018 | | | Cleaning under | * |
| | * | | raised floor and | 9 8 |
| | × | | new duct work | |
| * : | 4 | | \$6,500, new | 16 |
| | | | parking area and | 7. 1 |
| | | , | side walk \$10,000, | |
| | | | new interior paint | |
| | | | \$7,000. | |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015 **2015 paid in 2016.

Holder Signature

RODNEY D. SMOLDON Forest Supervisor

Exhibit D.2

CY2018 Financial Plan For the COLLECTION AGREEMENT For Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2016 for Calendar Year 2018:

There are numerous Maintenance and/or Reconditioning projects planned for Building #2015 for Calendar Year 2018 to be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|---|
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal - Direct Costs | \$1,000.00 | |
| FS Indirect Costs (8.0 % of Direct Costs) | \$80.00 | |
| Total Estimated Cost | \$1,080.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

RODNEY D. SMOLDON

Forest Supervisor

3/9/18 Date

03/08/18 Date

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2018

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by WASHINGTON STATE PATROL (the Holder) and the U.S. Department of Agriculture, Forest Service, COLVILLE National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on JANUARY 11, 2011 (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|----------------------------------|----------|---------------------------------------|--------------------|----------------|
| | | | | A |
| | | | | |
| | | | , | |
| 1 | 1 | | | |
| Signed: Holder or Holder's Agent | li, c | Fo | 3/1/18 | |
| Signed: RODNEY D. SMOLDON | | * · · · · · · · · · · · · · · · · · · | Dale | ¥ |
| Forest Supervisor | | | Date | |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2019 through December 31, 2019

CY2019 G-T Fee Calculation

The calculations below are for calendar year 2019. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2019.

| Calendar | Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees |
|----------|------------|--------------|------------|---------|-----------------|
| Year | Number | Value | @ 6% | Offset | Due for CY18 |
| 2019 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| | Total Amt. | | | | |
| | Due | , | | | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2019 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future <u>long-term maintenance</u> and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

Calendar Agreement **G-T Fees** Proposed Actual **Expenditures** Year Action Collected **Expenditures** 2012 **New Permit** \$7,021.38 None None CNF110702 Updated **Exhibits** 2013 Billed \$7,021.00 None None 2014* Billed \$7,021.00 None None

| 2015** | | \$0.00 | None | \$3,694.36 |
|--------|---|-------------|---|--|
| 2016 | Billed | \$14,072.76 | None | \$1,041.09 — agreement mgmt., electrical box marking |
| 2017 | Update Exhibits – work on New Permit | \$7,021.38 | \$38,000 Replace picture windows, exterior wood façade. Repaint exterior trim. New landscape design and implementation. Remodel bathroom. New | Windows and exterior façade replaced and painted \$20,920, existing duct worked cleaned \$164, pest control \$296, updated new LED lights interior and exterior \$1000, draft land |
| , , | , , | * | exterior lights; new interior and exterior LED lights, New HVAC controls, potential sidewalk construction | scape design \$374. |
| 2018 | | | Cleaning under raised floor and new duct work \$6,500, new parking area and side walk \$10,000, new interior paint \$7,000. | Duct installation completed, shrubs pruned back |
| 2019 | | | New parking area and side walk \$10,000, new interior paint \$7,000. | J. F |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015
**2015 paid in 2016.

Holder Signature

RODNEY D. SMOLDON Forest Supervisor

Exhibit D.2

CY2019 Financial Plan For the COLLECTION AGREEMENT For Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2019:

There are numerous Maintenance and/or Reconditioning projects planned for Building #2015 for Calendar Year 2019 to be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (8.0 % of Direct Costs) | \$80.00 | |
| Total Estimated Cost | \$1,080.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

RODNEY D. SMOLDON

Forest Supervisor

Permit #THR110702

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2019

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

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AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
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The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|--|----------|----------------|--------------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| 110 | | , | | |
| Signed: //allut 11 | loly. | _ | 3/7/19 | |
| Holder or Holder's Agent | | | /Date/ | |
| Signed: ON PONEY P. CMOL PON | | * | 3/19/19 | |
| RODNEY D. SMOLDON Forest Supervisor | | | Date | |

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Burden Statement

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Contract Notifications - C110528GSC-19

Print This Item

Status Approved
Type of Contract * Payable

WSP Contract Number C110528GSC-19

Other Contract Number

Amendment Number 19

Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 1/1/2011

DOE

End Date 12/31/2019

End Date Options

CFDA No. QFSR Yes/No

Contract Title COLVILLE DETACHMENT OFFICE

- LEASE

Contractor Name USDA/USFS

Contact Name KAREN NOONEY
Contact Telephone Number 509-684-7189

Contact Email Address knooney@fs.fed.us

Contact Mailing Address COLVILLE NATIONAL FOREST, 765 SOUTH MAIN ST, COLVILLE

765 SOUTH MAIN ST, COLVILLE WA 99114

BFS Contracts Specialist Name

Julie Hannah

WSP Project Manager CAPTAIN OTIS/BRIAN BOTTOMS

WSP Section/Division/Bureau FOB/D4/PMD

Actual Costs

Current Contract Amount \$167,822.35 Amendment Amount \$15,798.24 Revised Total Amount \$183,620.59

Indirect Costs Rate

Budget Coding 081 030 11004

Revenue Coding Billable Code Regular Time Overtime

Voluntary OT Mileage

Allow Leave

Captain Overtime No

Limit by Org Code

Contract Notifications - C110528GSC-19

Primary Org Code

External Contract Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Kendra Sanford

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

BFS Budget Manager Approved Yes

Encumber Contract

BFS Fiscal Analyst Name Tanya Pierce

BFS Accounting Manager Approved Yes BFS FSP Manager Approved Yes BFS Administrator Approved Yes

Questions

Distribute Executed Copies To:

Attachments C110528GSC 19

WSP_THR110702_Amendment Cost Estimate_(2019)

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Version: 12.0

Created at 12/10/2018 12:56 PM by Hannah, Julie (WSP)

Last modified at 12/13/2018 4:28 PM by Hannah, Julie (WSP)

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2018 to September 30, 2019:

| Cost Element | Cost to GOV * | Remarks | |
|----------------------------------|------------------|---|--|
| Lawn Care/Snow | \$2,849.00 | Road Maintenance - Snow removal (5 days @ \$337/day) | |
| Removal ** | | Ground maintenance - Care & watering (1/4 day/week-7 days @ \$152/day) | |
| | ν. | Ground maintenance - Supplies (Appx. 9% of salt, parking lot cleaning) | |
| Garbage Service | \$300.00 | \$25/month (Apx. 9% of total compound) | |
| Janitorial Services | ¢4 540 00 | Weekly cleaning cost under contract | |
| Janilonal Services | \$4,540.00 | Additional cleaning (1 carpet cleaning, 1 strip/wax, & 1 window washing) | |
| HVAC Maintenance | \$291.00 | HVAC checks and filter changes (semi-annual via contractor) | |
| TVAC Maintenance | Ψ231.00 | Filters (\$100/yr) - Waived for the 2019 period | |
| Fire Alarm Maintenance/ | \$100.00 | Annual fire extinguisher inspections (billed direct) | |
| Inspection | Ψ100.00 | Annual inspection done by contract | |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company | |
| Utilities – Sewer/Water | \$1,200.00 | \$100/month (Appx. 13% of compound) | |
| Forest Service | \$5,348.00 | Coordination and administration of Janitorial contracts (2 days @ \$235/day | |
| Personnel | | Minor facility maintenance (2 days @ \$276/day) | |
| | | Facility inspections (2 days @ \$793/day) | |
| · · | | Special Use Support - administration support of SUP (3 days @ \$336/day) | |
| λ | * | Special Uses - administration of SUP (4 days @ \$433/day) | |
| Subtotal – Direct Costs | \$14,628.00 | | |
| Forest Service Indirect Costs | \$1,170.24 | (8% of Direct Cost) | |
| (| | | |
| Total Estimated Cost *** | \$15,798.24 | | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** Estimated cost to the Forest Service for each task during the | period 10/1/2018 to 9/30/2019. Washington State |
|--|---|
| Patrol is the søle occupant of Building #2015. | |
| Holder Signature Co | 12/13/18 Date |
| Authorized Officer Signature | Date |

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period January 1, 2011 to September 30, 2011:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,028.72 | Includes 1 days salary for Robin Kaste (@ \$266/day) for snow removal and 1 day salary for Perry Byrd (@ \$294/day) for administration of grounds maintenance contracts funded under pool acct. Estimated annual cost of grounds maintenance contract is \$625 (\$52.08/mo). |
| Garbage Service | \$ 1,125.00 | 33% @ \$125/month |
| Janitorial Services | \$3,928.78 | Includes 1 day salary for Patricia Shields (@ \$233/day) for administration of janitorial contract Annual cost of contract is \$4505 (\$375.42/mo). Additional costs of: \$125 for one carpet cleaning; \$37 for one strip & wax; and \$155 for one window washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities - Sewer and Water | \$ 1,035.00 | @ \$115/month |
| Forest Service Personnel | \$ 710.00 | Salary for 1 day salary for Perry Byrd (@ \$294/day) and 1 day salary for Lou Janke (@\$416/day) for facility inspections, coordination, and administration of contracts funded under bldg mtce acct. |
| Subtotal - Direct Costs | \$8,737.50 | |
| Forest Service Indirect Costs (7.1% of Direct Costs) | \$620.36 | |
| Total Estimated Cost ** | \$9,357.86 | 8 |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

Holder Signature

Authorized Officer Signature

Date

1/1/

Date

^{**} Estimated cost to the Forest Service for each task during the period 1/1/2011 to 9/30/11. WSP is the sole occupant of Building #2015.

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2012 through December 31, 2012

CY2012 G-T Fee Calculation

The calculations below are for calendar year 2012. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2012.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due |
|----------|--------------|------------|---------|---------------------|
| Number | Value | @ 6% | Offset | for CY 2012 |
| #2015 | \$117,023,00 | \$7.021.38 | \$0.00 | \$7.021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2012 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Bldg 2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | 2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | ?????? |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | |

| W. | 1 | 4 | 10.1 | 1 | 16 | _ |
|----|------|----|------|----|-----|----|
| Ho | olde | er | Si | an | atu | re |

Doto

Authorized Officer Signature

Date

Exhibit D.2

CY2012 Financial Plan For the COLLECTION AGREEMENT

For

Special Use Permit #CNF110702 between the **Colville National Forest and Washington State Patrol**

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2012:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2012 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| 13 31 | | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.4 % of Direct Costs) | \$74.00 | |
| Total Estimated Cost | \$1,074.00\$ | \$ |

^{*}Funds for these projects will be taken from the cooperative work fund account for longterm maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

S-11/12 Date 5/24/12

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID CNF110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|--------------------------|----------|----------------|--------------------|----------------|
| None Identified for 2012 | N/A | \$-0- | | |
| я | | | 90 | |
| 8 | | | | |

| Signed: | 5-1172 |
|--------------------------|---------|
| Holder or Holder's Agent | Date |
| Signed: Jama go Wlest | 5/24/12 |
| Authorized Officer | Date |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110701

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2011 – DECEMBER 31,2011

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by | | Date: _ | 9/15/10 |
|-----------------------------|---|---------|---------|
| | LOU JANKE Forest Facilities Engineer | | |
| O&MP EXHIBIT . Prepared by: | (mal. | Date: _ | 2/2/11 |
| | Property Management Specialist, WSP | | |
| Reviewed by: | KIM DIRIENZ | Date: _ | 9/20/10 |
| Reviewed by: | Forest Special Use Permit Administrator CRAIG NEWMAN CRAIG NEWMAN | Date: _ | afasho |
| Approved by: | Forest RELM Staff LAURA JO WEST Forest Supervisor | Date: _ | 9/8/11 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2001 4/2009

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---------|------------------|
| | Exterior Doors | | 7 | |
| 1. | Inspect and lubricate all door locks and hardware: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and | As needed | * | А |
| | moveable parts. D. Check door tolerance | 11 | | |
| 2. | Check caulking and weather stripping. | As needed | | |
| 3. | Check, adjust, and lubricate door closures. | As needed | | v |
| 4. | Adjust and tighten hinges and strikes. | As needed | V | |
| 5. | Note other repairs or replacement needed. | As needed/at least once per year | 100 | |
| | Exterior Lighting | | | |
| 1. | Test exterior lighting, replace bulbs, clean diffusers. | As needed for site safety and security | | |
| 2. | Test photocells and time clock, replace or rest. | As needed | 81 | ě |
| 3. | Note other repairs or replacement needed. | As needed/at least once per year | | 1 |

Tenant Maintenance (Cont,.)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|--------------|---|--|---------|------------------|
| - X-3 - - | Roof | 24 | | |
| 1. | Check for obvious leaks and repair as needed | As needed/at least once per | | 8 |
| | | year | | |
| 2. | Check vents or roof mounted equipment that may need caulking. | As needed/at least once per year | | |
| 3. | Check flashing and repair as needed. | As needed/at least once per year | | |
| 4. | Clean roof and caulk. | As needed/at least once per year | | (84) |
| | Windows | | | |
| 1. | Check for broken glass and arrange for repair. | As needed/at least once per year | | |
| 2. | Look for water leakage and repair. | As needed/at least once per year | | 8 |
| 3. | Check locks and repair. | As needed/at least once per year | | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked. | As needed/at least once per year | * | |
| 2. | Check for open panel slots and install fillers. | As needed/at least once per year | 10 | |
| 3. | Ensure panel directory is upto-date. | As needed/at least once per year | | |

Tenant Maintenance (Cont..)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|--|--|------------------|
| | Interior | 0 | 100 | |
| 1. | Check and repair lighting. | As needed | Coordinate with FS Facilities Engineer | |
| 2. | Change fluorescent tubes. | As needed | | |
| 3. | Check ceiling for stains or other damage and clean or repair. | As needed/at least once per year | | Ŷ |
| 4. | Have fire extinguishers serviced | Annually | | - 2 |
| 5. | Check fire extinguishers for usage and report if service is needed. | As needed/at least once per month | = | |
| 6. | Check locks, alignment, and hinges on interior doors. | As needed/at least once per year | | |
| | Restrooms | # | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed/at least once per year | | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed/at least once per year | is . | |
| 3. | Check toilet seats for tightness, condition and repair. | As needed/at least once per year | | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed/at least once per year | | |
| 5. | Check vanity panels for tightness, proper hinge and lock operation. | As needed/at least once per year | | |
| 1. | Hot Water Tank Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | | |
| 2. | Inspect for leaks. | As needed/at least once per year | 27 X | |
| 3. | Check pressure relief valve for proper operation. | As needed/at least once per year | | |

Tenant Maintenance (Cont...

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---|------------------|
| | Signs | | XI | |
| 1. | Check for fading. | As needed/at least once per year | | |
| 2. | Check for accuracy | As needed/at least once per year | | |
| 3. | Check for damaged or missing signs and repair or replace. | As needed/at least once per year | | |
| | Miscellaneous | 3 | | |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | If required, professional extermination would be responsibility of Landlord | |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General – Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer.

Payment for this work shall be made by Washington State Patrol. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Any funds remaining in this account at the end of the fiscal year shall be refunded to the Washington State Patrol. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----------|------------------------------|--|-------------------|------------------|
| 23 AVAIL | General | | | |
| 1. | Flush fire hydrant. | Annually | Coordinate w/city | |
| 2. | Mow law. | As needed to keep a well kept appearance | | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | | |
| 4. | Water lawn. | As needed | | |
| 5. | Weed control. | As needed/at least once per year | W. | |
| 6. | Trim trees/shrubs. | As needed for site security | | |
| 7. | Snow Removal | As needed | 19-315-19 | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| 3 | Fire Alarm | | | |
| 1, | Inspection/testing. | As needed/at least once per year | | Q. |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|---|------------------|
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | 6° | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | Н — — — — — — — — — — — — — — — — — — — | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | e |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | 8 | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | | |
| 8. | Check and replace filters. | As needed/at least once per year | | |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | 8 | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | 8 | | 3 |

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period **October 1**, **2011 to September 30**, **2012**:

| Cost Element | Cost to GOV * | Remarks |
|--|-------------------------|--|
| Lawn Care/Snow Removal | \$ 1,523.00 | Includes 2 days salary for Robin Kaste (@ \$286/day) for snow removal and 1 day salary for Perry Byrd (@ \$296/day) for administration of grounds maintenance contracts funded |
| e | o . | under pool acct. Estimated annual cost of grounds maintenance contract is \$655. |
| Garbage Service | \$600.00 | @\$50/month |
| Janitorial Services | \$5,194.00 | Includes 1 day salary for Teresa Anderson (@ \$226/day) for administration of janitorial contract. Annual cost of contract is \$4645. Additional costs of: \$126 for one carpet cleaning; \$37 for one strip & wax; and \$160 for one window washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | 2 |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 977.00 | Salary for 1 day salary for Perry Byrd (@ \$296/day) and 1 day salary for Jen Knutson (@\$313/day) and 1 day salary for Doug Bladek (@\$368/day) for facility inspections, coordination, and administration of contracts funded under bldg mtce acct. |
| Subtotal – Direct Costs | \$10404.00 | 8 0 |
| Forest Service Indirect Costs (7.4% of Direct Costs) | \$770.00 | |
| Total Estimated Cost ** | \$11,174.00 — 900 00 | Email in contract folder To |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** Estimated cost to the Forest Service for ea | ach task during the period 10/1/2011 to | 9/30/2012. WSP is the |
|--|---|-----------------------|
| sole occupant of Building #2015. | | |
| Modest & Males | 9/27/2011 | |
| Holder Signature | Date / | |

Authorized Officer Signature Date

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2012 through December 31, 2012

CY2012 G-T Fee Calculation

The calculations below are for calendar year 2012. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2012.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due for CY 2012 |
|----------|--------------|------------|---------|---------------------------------|
| Number | Value | @ 6% | Offset | |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

<u>G-T Fee Collection/Expenditure History</u>
The following information is summarized here to assist in activity tracking. Funds collected under this CY 2012 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Bldg 2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | 2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | ?????? |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | 20 E8 |

| Holder Si | gnature |
|-----------|---------|

Exhibit D.2

CY2012 Financial Plan For the COLLECTION AGREEMENT

For

Special Use Permit #CNF110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2012:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2012 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| ø v | | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.4 % of Direct Costs) | \$74.00 | |
| Total Estimated Cost | \$1,074.00\$ | 0 |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

5111

Date

Authorization ID CNF110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|---|----------|----------------|-----------------|----------------|
| None Identified for 2012 | N/A | \$-0- | | |
| e. Santa e e e e e e e e e e e e e e e e e e e | | | | |
| 19 | | 5 | 2 | |
| 5 | | | 2 | |

| Signed: | 5-1172 |
|--------------------------|---------|
| Holder or Holder's Agent | Date |
| Signed: Durk go West | 5/24/12 |
| Authorized Officer | Date |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

| ļ | Auth ID: THR110702 |
|---|---------------------|
| | Contact ID: CNF1107 |
| | Use Code: 352 |

FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the special use authorization for OCCUPANCY AND USE OF GOVERNMENT BUILDING #2015 issued to WASHINGTON STATE PATROL on 01/11/2011 which is hereby amended as follows:

To provide enhanced telephonic and computer services between the Colville Washington State Patrol and Stevens County Sheriff's department in Colville, WA. This will require installation of a small, low powered microwave dish on the roof of the Forest Supervisor's Office (SO) in Colville, WA, and placement of a single computer cable installed from the SO's 1st floor computer room to the rooftop through an existing roof penetration conduit. Pre-existing computer cable would be utilized to transmit communications from the dish through the Forest Supervisor's Office to the WSP office. Microwave dish dimensions are 13"W x 11"H x 3.5"D. The dish would be mounted on a seven-foot pole attached to an existing free mount located on the rooftop. The dish would be powered from an ethernet cable.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment.

| bleath for Bob maks | Jaura Do Wlist | |
|---------------------|--------------------|---|
| Holder | Authorized Officer | |
| Budget Manager | Forest Supervisor | _ |
| Holder | Ţitle | |
| 16/29/12 | 12/19/12 | |
| Date | Date | • |
| | | |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2013 – DECEMBER 31, 2013

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by | 7 1 5 | Date: _ | |
|------------------|--|---------|----------|
| | JENNIFER KNUTSON - ACTION KO | moer Bo | 5× |
| | Assistant Forest Facilities Engineer | | |
| O&MP EXHIBIT A | placent & port | Date: _ | 5/14/13 |
| | TERRIJOHNSON ROLERT MAK | • | , , |
| | Budget & Fiscal Services - Contracts, WSP | 6 | |
| Reviewed by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: _ | 05/08/13 |
| | Forest Special Ose Permit Administrator | | 1 / |
| Reviewed by: | Call . | Date: _ | 5/23/13 |
| | CRAIG NEWMAN | | |
| | Forest RELM Staff | | |
| | E a A | | |
| Approved by: | Jaura Jo alest | Date: | 6/24/13 |
| | LAURA JO WEST | - | |
| | Famort Communicated | | |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 05/2013

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---------|------------------|
| | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks and hardware: A. Replace worn cores | As needed | 2 | |
| | when possible, otherwise note for | @ N | | |
| | replacement. | Nº. | | |
| | B. Repair or tighten all screws. | | N. | 2 |
| 32 | C. Lubricate cores and moveable parts.D. Check door tolerance | 5 | | |
| 2. | Check caulking and weather stripping. | As needed | | |
| 3. | Check, adjust, and lubricate door closures. | As needed | 2 | ų. |
| 4. | Adjust and tighten hinges and strikes. | As needed | | |
| 5. | Note other repairs or | As needed/at | | **** |
| | replacement needed. | least once per year | ¥ | |
| | Exterior Lighting | <u> </u> | × | |
| 1. | Test exterior lighting, replace bulbs, clean diffusers. | As needed for site safety and security | | |
| 2. | Test photocells and time clock, replace or rest. | As needed | | |
| 3. | Note other repairs or replacement needed. | As needed/at least once per year | 3 | 2 |

Tenant Maintenance (Cont,.)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|-------------------------------|----------------|---------|------------------|
| | Roof | | | |
| 1. | Check for obvious leaks and | As needed/at | × | |
| | repair as needed | least once per | 8 | 8 |
| | | year | V | |
| 2. | Check vents or roof mounted | As needed/at | | |
| | equipment that may need | least once per | | |
| | caulking. | year | K E | 3 |
| 3. | Check flashing and repair as | As needed/at | | |
| | needed. | least once per | | |
| | | year | | |
| 4. | Clean roof and caulk. | As needed/at | | C |
| | | least once per | | |
| | | year | | |
| | Windows | | | |
| 1. | Check for broken glass and | As needed/at | | |
| | arrange for repair. | least once per | | de |
| | 100A-K 9501 | year | 9 | * |
| 2. | Look for water leakage and | As needed/at | | |
| | repair. | least once per | | £6 |
| | , , | year | | |
| 3. | Check locks and repair. | As needed/at | | |
| | | least once per | | |
| | | year | X X | |
| | Electrical Panels | - 6 | | |
| 1. | Ensure covers are on and | As needed/at | | |
| | marked. | least once per | | |
| | | year | | |
| 2. | Check for open panel slots | As needed/at | | |
| | and install fillers. | least once per | 8 | |
| | | year | | |
| 3. | Ensure panel directory is up- | As needed/at | | |
| | to-date. | least once per | | |
| | | year | | |

Tenant Maintenance (Cont,.)

| 8 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|--|--|------------------|
| | Interior | F -1 | | ACCICOOR |
| 1. | Check and repair lighting. | As needed | Coordinate with FS Facilities Engineer | c , |
| 2. | Change fluorescent tubes. | As needed | | |
| 3. | Check ceiling for stains or other damage and clean or repair. | As needed/at least once per year | 5 | 50 |
| 4. | Have fire extinguishers serviced | Annually | | |
| 5. | Check fire extinguishers for usage and report if service is needed. | As needed/at least once per month | p | |
| 6. | Check locks, alignment, and hinges on interior doors. | As needed/at least once per year | | |
| | Restrooms | | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed/at least once per year | | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed/at least once per year | > | |
| 3. | Check toilet seats for tightness, condition and repair. | As needed/at least once per year | % 11 | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed/at least once per year | o | |
| 5. | Check vanity panels for tightness, proper hinge and lock operation. | As needed/at least once per year | | |
| 1 | Hot Water Tank | 4 41 | | |
| 1. | Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | | |
| 2. | Inspect for leaks. | As needed/at least once per year | | |
| 3. | Check pressure relief valve for proper operation. | As needed/at least once per year | | 13 |

Tenant Maintenance (Cont..)

| V | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|-----------------------------|----------------|----------------|------------------|
| | Signs | | | |
| 1. | Check for fading. | As needed/at | | |
| | | least once per | | 950 |
| | 4 | year | | |
| 2. | Check for accuracy | As needed/at | | |
| | | least once per | (K | |
| | .8. | year | | |
| 3. | Check for damaged or | As needed/at | | |
| | missing signs and repair or | least once per | 2 | |
| | replace. | year | VI. | |
| | Miscellaneous | | | |
| 1. | Monitor for pests (e.g. | As needed/at | If required, | |
| | insects and/or rodents) and | least once per | professional | |
| | eliminate or control | year | extermination | |
| | 2 | | would be | |
| | | | responsibility | |
| | | | of Landlord | W/ |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General – Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer.

Payment for this work shall be made by Washington State Patrol. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Any funds remaining in this account at the end of the fiscal year shall be refunded to the Washington State Patrol. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|------------------------------|--|-------------------|--|
| | General | | | N The state of the |
| 1. | Flush fire hydrant. | Annually | Coordinate w/city | |
| 2. | Mow law. | As needed to keep a well kept appearance | - s | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | α. | |
| 4. | Water lawn. | As needed | | |
| 5. | Weed control. | As needed/at least once per year | i « | 125 |
| 6. | Trim trees/shrubs. | As needed for site security | | |
| 7. | Snow Removal | As needed | | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| - | Fire Alarm | | | |
| 1. | Inspection/testing. | As needed/at least once per year | 4 | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|-----------------------------|------------------|
| | HVAC | TREQUERCI | KEWIAKKS | ACC/COOK |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | N |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | 41 | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | ā | |
| 8. | Check and replace filters. | As needed/at least once per year | | 11 |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | 8 | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | i. | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | |

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2012 to September 30, 2013:

| Cost Element | Cost to GOV * | Remarks |
|-----------------------------|---------------|--|
| Lawn Care/Snow Removal | \$ 1,538.00 | Includes 2 days salary for Robin |
| | | Kaste (@ \$286/day) for snow |
| * | 4 | removal and 1 day salary for Perry |
| | | Byrd (@ \$298/day) for |
| g: | | administration of grounds |
| e ⇒ | | maintenance contracts funded |
| | | under pool acct. Estimated annual |
| N | | cost of grounds maintenance |
| | | contract is \$668. |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$5,326.00 | Includes 1 day salary for Teresa |
| | W II | Anderson (@ \$240/day) for |
| 12 m | | administration of janitorial contract. |
| | | Annual cost of contract is \$4754. |
| W N | | Additional costs of: \$130 for one |
| . E | | carpet cleaning; \$38 for one strip & |
| | | wax; and \$164 for one window |
| | | washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 992.00 | Salary for 1 day salary for Perry |
| 0 | | Byrd (@ \$298/day) and 2 days |
| ۸ | c | salary for Doug Bladek |
| ** | | (@\$381/day) for facility inspections, |
| 8 | | coordination, and administration of |
| , a | | contracts funded under building |
| | | maintenance account. |
| Subtotal - Direct Costs | \$10,556.00 | 17 Taylor (1/2 A A C) |
| Forest Service Indirect | \$740.00 | 2 |
| Costs | | |
| (7.0% of Direct Costs) | | |
| Total Father stad Coast at | 044.000.00 | |
| Total Estimated Cost ** | \$11,306.00 | |
| | | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** | Estimated cost to the Forest Service for each task during the period | 10/1/2012 to | 9/30/2013. |
|----|--|--------------|------------|
| W. | SP is the sole occupant of Building #2015. | | |

Holder Signature

Authorized Officer Signature

Date

Dat

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|--------------------------|----------|----------------|--------------------|----------------|
| None Identified for 2013 | N/A | \$-0- | | |
| | | 11-310-11-20 | | |
| 1 1 2 | 1 | | | |
| Signed: Nat seat & Va | Palle | | 5/14/13 | |
| Holder or Holder's Agent | | | Date | |
| Signed: Jawa go who | st | _ | 5/24/13 | |
| Authorized Officer | | 3 | Date | |
| | | | | 展. |

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2013 through December 31, 2013

CY2013 G-T Fee Calculation

The calculations below are for calendar year 2013. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2013.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due for CY 2013 |
|----------|--------------|------------|---------|---------------------------------|
| Number | Value | @ 6% | Offset | |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2013 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-------------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | None |
| 2013 | | \$7,021.00 (pending) | None | |

Holder Signature

Authorized Officer Signature

Exhibit D.2

CY2013 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the

Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2013:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2013 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| | * | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal - Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | |
| Total Estimated Cost | \$1,070.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date

(F)

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2014 – DECEMBER 31, 2014

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by: | SYALA- | Date: | 27 Jan 2014 |
|-----------------------------|---|-------|-------------|
| O&MP EXHIBIT A Prepared by: | JENNIFER KNUTSON Assistant Forest Facilities Engineer TERRIJOHNSON Bobert Maki Budget & Fiscal Services Contracts, WSP | Date: | 2/13/14 |
| Reviewed by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: | 2/18/14 |
| Reviewed by: | CRAIG NEWMAN Forest RELM Staff | Date: | 2/24/14 |
| Approved by: | LAURA JO WEST Forest Supervisor | Date: | 28 Jan 2014 |

Tenant Maintenance (Cont..)

| 101 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|-------------------------------|----------------|---------|-----------------------|
| | Roof | | 3 | |
| 1. | Check for obvious leaks and | As needed/at | | |
| | repair as needed | least once per | | 4 |
| | | year | 8 | and the second second |
| 2. | Check vents or roof mounted | As needed/at | | |
| | equipment that may need | least once per | | II |
| | caulking. | year | | |
| 3. | Check flashing and repair as | As needed/at | | |
| | needed. | least once per | | |
| | N . | year | | |
| 4. | Clean roof and caulk. | As needed/at | | |
| | | least once per | | , |
| | | year | | |
| | Windows | | | |
| 1. | Check for broken glass and | As needed/at | | |
| | arrange for repair. | least once per | 8 | |
| | | year | , | |
| 2. | Look for water leakage and | As needed/at | | |
| | repair. | least once per | | |
| | | year | | |
| 3. | Check locks and repair. | As needed/at | | |
| | east W | least once per | | |
| | | year | | |
| | Electrical Panels | | 100 | |
| 1. | Ensure covers are on and | As needed/at | , | |
| | marked. | least once per | | |
| | | year | | |
| 2. | Check for open panel slots | As needed/at | | |
| | and install fillers. | least once per | | |
| | 1 12 | year | | |
| 3. | Ensure panel directory is up- | As needed/at | | |
| | to-date. | least once per | | |
| 1 | | year | | |

Tenant Maintenance (Cont,.)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---|------------------|
| | Signs | The state of the s | | |
| 1. | Check for fading. | As needed/at least once per year | | |
| 2. | Check for accuracy | As needed/at least once per year | × | |
| 3. | Check for damaged or missing signs and repair or replace. | As needed/at least once per year | | |
| | Miscellaneous | | | ž |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | If required, professional extermination would be responsibility of Landlord | |

| 2 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|-----------------------------|------------------|
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | 2: | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | 21 | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | | |
| 8. | Check and replace filters. | As needed/at least once per year | | |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | |

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

Due Date

Estimated

cost

Completion

Date

The Holder shall perform the work itemized below under this agreement.

Description of Project

| None Identified in 2014 | | | | l o |
|--------------------------|---------|-----|---------|-----|
| | | | | |
| | | | | |
| | 1 | | 8 | |
| Signed: Maleut Mg | lhi. Ca | 60 | 2/13/14 | |
| Holder or Holder's Agent | / / | W 2 | Date | |
| Signed: July Os West | | _ | 2/24/14 | |
| Authorized Officer | | | Date | |

Actual

Cost

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2014 through December 31, 2014

CY2014 G-T Fee Calculation

The calculations below are for calendar year 2014. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7.021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2014.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due |
|----------|--------------|------------|---------|---------------------|
| Number | Value | @ 6% | Offset | for CY 2014 |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2014 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|--|---|--|--|
| CO #06-CO- 11062100-064 | \$666.00 | None | None |
| Mod #1 | \$7,021.00 | None | None |
| Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | \$425.53 |
| None | \$7,021.38 | None | \$554.40 |
| None | \$7,021.00 (pending) | \$3000.00* (porch awning over back door) | |
| | Action CO #06-CO- 11062100-064 Mod #1 Mod #2 Amend #2 Updated Exhibits New Permit CNF110702 Updated Exhibits None | Action Collected CO #06-CO- 11062100-064 \$666.00 Mod #1 \$7,021.00 Mod #2 \$7,021.38 Updated Exhibits \$7,021.38 New Permit CNF110702 \$7,021.38 Updated Exhibits \$7,021.38 None \$7,021.38 | Action Collected Expenditures CO #06-CO- 11062100-064 \$666.00 None Mod #1 \$7,021.00 None Mod #2 \$7,021.00 \$1,080.00 Amend #2 \$7,021.38 \$4,847.00 Updated Exhibits \$7,021.38 None New Permit CNF110702 Updated Exhibits \$7,021.38 None None \$7,021.38 None None \$3000.00* (porch awning over |

*Indicates ball-park estimate

Holder Signature

Authorized Officer Signature

Date

19

Exhibit D.2

CY2014 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2014:

There is one Maintenance or Reconditioning project planned for Building #2015 for Calendar Year 2014 that would be completed by the Forest Service (Landlord). The project is to construct an awning over the back door entrance to the building, completed at request of WSP, and will be completed under contract. This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| £ | | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | |
| Total Estimated Cost | \$1,070.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for longterm maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date

tinancial Plan

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2013 to September 30, 2014:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,549.00 | Includes 2 days salary for Robin Kaste (@ \$292/day) for snow removal and 1 days salary for Perry Byrd (@ \$305/day) for administration of grounds maintenance contracts funded under pool acct. Estimated annual cost of grounds maintenance contract is \$660. |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$5,430 | Includes 1 day salary for Teresa Anderson (@ \$247/day) for administration of janitorial contract. Annual cost of contract is \$4,840. Additional costs of: \$343 for one carpet cleaning; one strip & wax; and one window washing |
| HVAC Maintenance | \$ 700.00 | A 10-10-10-10-10-10-10-10-10-10-10-10-10-1 |
| Fire Alarm Maintenance | \$ 250.00 | \$9 (4 |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 1,032.00 | Salary for 1 day salary for Perry Byrd (@ \$305/day) and 1 days salary for Doug Bladek (@ \$398/day) and 1 day for Jennifer Knutson (@ \$329/day) for facility inspections, coordination, and administration of contracts funded under building maintenance account. |
| Subtotal - Direct Costs | \$10,761.00 | |
| Forest Service Indirect Costs (7.0% of Direct Costs) | \$754.00 | |
| Total Estimated Cost ** | \$11,515.00 | u v |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2013 to 9/30/2014. WSP is the sole occupant of Building #2015.

Holder Signature

Da

Authorized Officer Signature

Washington State Patroi:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2014 to September 30, 2015:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,494.00 | Includes 2 days salary for Robin Kaste (@ \$297/day) for snow removal. Estimated annual cost of grounds maintenance contract is \$900 (10% of total for the compound). |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$3,988.00 | Annual cost of contract is \$3,780. Additional costs of: \$208 for one carpet cleaning; one strip & wax; and one window washing |
| HVAC Maintenance | \$ 750.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities - Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 411.00 | day salary for Doug Bladek (@ \$411/day for administration of contracts funded under building maintenance account. |
| Subtotal - Direct Costs | \$8,693.00 | |
| Forest Service Indirect Costs (8.0% of Direct Costs) | \$695.00 | |
| Total Estimated Cost *** | \$9,388.00 | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2014 to 9/30/2015. WSP is the sole occupant of Building #2015.

Holder Signature

Authorized Officer Signature

Date /

12-31-14

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2016 – DECEMBER 31, 2016

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| | K L | |
|----------------------|---|-----------------|
| O&MP Prepared by: // | andriver. | Date: 2/10/2016 |
| | Kamber Box | 1 |
| | Forest Facilities Engineer | |
| | <i>y</i> | |
| O&MP Prepared by: | Kaun Hoosing | Date: 2/10/2016 |
| | KAREN NOONEY | Date. |
| | Forest Special Use Permit Administrator | |
| Reviewed by: | ZM | Date: 2/4/16 |
| | CRAIG NEWMAN | |
| | Forest RELM Staff | |
| O&MP Reviewed by: | 13 Paulo | Date: 2/18/16 |
| | Sgt. Greg S. Riddell | |
| | Colville Detachment, WSP | |
| Approved by: | Rodya Sudden | Date: 02/19/16 |
| 8 12 | RODNEY D. SMOLDON | - 2 - 70 F |
| | Forest Supervisor | 20 20 20 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 01/2016

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

The tenant is responsible for preventative maintenance and damages that occur through negligence. The landlord is responsible for normal wear and tear on building and fixtures.

| 16 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|----------------|--|------------------|
| | Building Exterior | | | 0 44 |
| | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and moveable parts. | As needed | WSP owns the locks on exterior doors and will maintain and repair. | # 2 |
| | D. Check door tolerance | , × | | 15 |
| 2. | Inspect exterior doors & report operational problems to FS | As needed | | |
| | Roof | Œ. | 1 | |
| 1. | Check for obvious leaks. Notify landlord when they are identified. | As needed | * : 31 | |
| | Windows | | | |
| 1. | Check for broken glass. Notify Landlord when identified | As needed | | N |
| 2. | Look for water leakage and notify landlord when identified | As needed |) nur | |
| 3. | Check window locks to make sure they are functional. | As needed | WSP owns window locks and will repair. | av1 |
| | Signs | u garage | | |
| 1. | Check for fading. | As needed | 10 | 3 |
| 2. | Check for accuracy | As needed | Ж. | N. |
| 3. | Check for damaged or missing signs and repair or replace. | As needed year | | t. |

| | (| γιου: · απουσο πουσο πουσο πο | - | reconstruction of the second |
|-------|--|--|-----------------|------------------------------|
| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
| | Building Interior | | II 30 | |
| ı | Lighting | | | |
| 1. | Check lighting. Notify | As needed | | |
| 2.4.0 | landlord of major lighting | 110110000 | | 10) |
| | issues | | | NI NI |
| 2. | Change fluorescent tubes. | As needed | Lighting | |
| | Change madessem tables. | 1 to Hoodou | ballasts | 2 |
| | , a | 85 | replaced by | |
| 8 % | a 8 0 | 12 8 | WSP in 2015 | 8 4 1 1 |
| | Interior Ceiling | | W 01 III 2013 | |
| 1. | Check ceiling for stains or | As needed | | * |
| 1. | other damage. Notify | As necueu | | |
| | | · · · · · | a in | |
| - | Landlord for repair | | | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and | As needed/at | 9 | 2 |
| | marked | least once per | , , | 2: |
| | N. Carlotte and Ca | year | | |
| 2. | Check for open panel slots and | As needed/at | | |
| | notify landlord | least once per | | |
| | H | year | | |
| | Fire Extinguishers | | | 40 |
| 1. | Have mounted fire | Annually | FS conducts | |
| | extinguishers serviced. | | under contract | |
| 2. | Check mounted fire | At least once | . 8 | |
| 22 | extinguishers for usage. Report | per month | | |
| | if service is needed. | ř | | |
| | Interior Doors | | | , N |
| 1. | Interior door locks are owned | all v | WSP will | |
| | by WSP. | | maintain/repair | i ii |
| 2. | Notify Landlord if problems | As needed | 12 | |
| | occur with interior door | | | ** |
| | alignment and hinges. | æ | 18 | |
| 9 | Hot Water Tank | | | |
| 1. | Ensure temperature is set | As needed/at | New tank | |
| | correctly at 125 degrees. | least once per | installed by FS | 5 E |
| | correctly at 125 degrees. | year · | in 2015 | |
| 2. | Inspect for leaks. | As needed | M1 2015 | |
| ۷٠ | Restrooms | As needed | | |
| 1 | | As needed | | |
| 1. | Monitor restroom toilet, sink | As needed | 0 % | |
| | and drains for proper function. | N N | , a m | |
| | Report problems to landlord. | | - | |
| | Miscellaneous | | | <u> </u> |
| 1. | Monitor for pests (e.g. insects | As needed/at | Professional | |
| | | L | extermination | 2 |

| and/or rodents) and eliminate | least-once per | would be | mananananika se e |
|-------------------------------|----------------|-------------------------------|-------------------|
| or control | year | responsibility of Landlord | 24 |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General - Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer. WSP should notify the permit administrator if janitorial services area not being performed in a satisfactory manner.

Payment for this work shall be made by Washington State Patrol under the <u>Routine Operations and Maintenance</u> billing. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds and Building

Preventive Maintenance, Including Annual Maintenance

| 8 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|----------------------------------|------------------|
| | Ground Maint General | 50 | V | 1 |
| 1. | Flush fire hydrant. | Annually | Conducted by City of Colville | 1 10 |
| 2. | Mow lawn. | As needed to keep a well-kept appearance | 8 | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | 13 | |
| 4. | Water lawn. | As needed | 2 | |
| 5. | Weed control. | As needed/at least once per year | | ė. |
| 6. | Trim trees/shrubs. | As needed for site security | | #7 & S |
| 7. | Snow Removal | As needed | to | |
| 8. | Sanitation – garbage pick up | Weekly | 4 101.0110 30010 30 | 35 |
| | Building Exterior | 1228 | , a | |
| | Exterior Lighting | | | |
| 1. | Replace bulbs | As needed | | |
| 2. | Test photocells and time clock, replace as needed. | As needed | | Sulphy of Inter- |

| 10 1 (4) | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----------------|---|--|--|---------------------------------------|
| 3. | Note other repairs or replacement needed. | As needed | M SI D | |
| 10 | Exterior doors: | | | |
| 1. | Check caulking and weather stripping. | As needed | fis. | |
| 2. | Check, adjust, and lubricate door closures. | As needed | × | |
| 3. | Adjust and tighten hinges and strikes. | As needed | 2 | - N H |
| 4. | Note other repairs or replacement needed. | As needed | 0 | |
| | Building Roof | 33 a = 3 | | - |
| 1. | Check vents or roof mounted equipment that may need caulking. | As needed | e e | |
| 2. | Check flashing and repair as needed. | As needed | 8 1/2 | 980 |
| 3. | Clean roof and caulk. | As needed | | |
| 2 | Windows | 137 | 01 77 | 3 |
| 1. | Repair or replace broken panes | As needed | No. | |
| 2. | Seal/Repair leaking windows. | As needed | | 1 |
| | Building Interior | | | 30 |
| | Restrooms | 3 | is a second | |
| 1. | Test all toilets for leaks and | As needed | 9 | |
| 1. | tank mechanism for proper operation. | /annually | 9 | · · · · · · · · · · · · · · · · · · · |
| 2. | Check Sloan valves for leaks | As needed | 3 | |
| | and proper operation. | /annually | | |
| 3. | Check toilet seats for tightness, | As needed | | |
| 19 | condition and repair. | /annually | | 20 |
| 4. | Check sinks for leaks (supply | As needed | | |
| 10 10 10 | lines, p-traps, and faucet washers). | /annually | 0 N A | 0 |
| | Hot Water Tank | SW SHIP DESHI SOCIAM SHIMBIR DESERTINGA MENTEC | A CONTRACTOR OF THE PARTY OF TH | |
| 1. | Verify temperature is set to 125 degrees. Check for leaks | Every 2 years. | State LCI inspection | |
| 2. | Check pressure relief valve for proper operation. | Every 2 years | State LCI inspection | 5 |
| | Fire Alarm/Extinguisher | | | |
| 1. | Inspection/testing. | Annually | 9 9 | |
| 2. | Perform annual service on mounted fire extinguishers | Annually | 5 | II II |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----------|--|---------------|---|---------------------------------------|
| | HVAC | 8 | | × |
| 1. | Check with operations personnel. | Semi-Annually | ě | æ |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed | | V |
| 3. | Lubricate bearing and grease fitting as needed. | As needed | 8 12 545 | # # # # # # # # # # # # # # # # # # # |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed | 5 . 32 . s | 8 % U % |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed | an and an an an an an an an an an an an an an | 14 E |
| 6 | Check compressor for icing and fusible links. | As needed | 5. | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed | | and the second |
| 8. | Check and replace filters. | As needed | | |
| 9. | Check and clean air handler and condenser coils. | As needed | 10 | |
| 10 | Note other repairs or replacements needed. | As needed | 3 8 | |
| DAWEST ST | Electrical Panels | | i i | " |
| 1. | Ensure covers are on and marked. | As needed | * | |
| 2. | Ensure panel directory is upto-date. | As needed | 2 | 9. |
| | a e | | | · · · · · · · · · · · · · · · · · · · |

Deferred Maintenance

| 2 | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | 2400 |

WSP CONTRACT #C110528GSC Amd 9

Auth ID: THR110702 FS-2700-23 (v. 10/09) Contact ID: CNF1107 OMB No. 0596-0082 Use Code: 352 U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR SPECIAL-USE AUTHORIZATION Amendment #2 This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON STATE PATROL on 01/11/2011 which is hereby amended as follows: To amend the permit expiration date to 12/31/2016. All other terms and conditions remain the same. This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment. USDA FOREST SERVICE WASHINGTON STATE PATROL Holder Name RODNEY D. SMOLDON

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information

Date

Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2016

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | cost | Date | Cost |
|--------------------------|----------|------|------------|--|
| | | 2 | | |
| | · | | - | Si Si Si Si Si Si Si Si Si Si Si Si Si S |
| 6 | | 2/ | | : .x |
| 1 | 1 | | | a |
| Signed: Malant Mala | 7 | | 3/17/16 | © @ |
| Holder or Holder's Agent | | | Date / | |
| Signed: Rolla Suddu | | 9.80 | 03/22/2016 | |
| Authorized Officer | 34 | W 55 | Date | |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

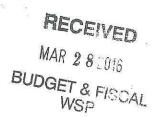


Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2015/16 through December 31, 2015/16

CY2015/16 G-T Fee Calculation

The calculations below are for calendar year 2015/16. Fees for long-term maintenance and reconditioning were not billed to WSP in calendar year 2015. Amount due in 2016 will include 2015 fees. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2015/16.

| Calendar Year | Building Number | Capitalized Value | Annual Fee @ 6% | G-T Fee Offset | Calculated Fees Due for CY 2015 and 2016 |
|------------------|--------------------|-------------------|--------------------|-------------------|--|
| 2015 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| 2016 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| 2016 | Total Amt. Due | 0 | | | \$14,042.76 |

<u>G-T Fee Collection/Expenditure History</u>
The following information is summarized here to assist in activity tracking. Funds collected under this CY 2015/16 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|--------------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | None |
| 2013 | Billed | \$7,021.00 | None | None |
| 2014* | Billed | \$7,021.00 | None | None |
| 2015** | | \$0.00 | None | \$3,694.36 |
| 2016 | Billed | \$14,072.76 (pending) | None | None |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015 **2015 Bill for Collection not prepared by USFS inadvertently. Amount is due in 2016.

Holder Signature

Authorized Officer Signature

Exhibit D.2

CY2015/16 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2015/16:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2015/16 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks | |
|--|-------------------|--|--|
| e : | | Work to be completed by Forest Service | |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service | |
| Subtotal - Direct Costs | \$1,000.00 | | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | e a | |
| Total Estimated Cost | \$1,070.00\$ | | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date/

Date

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2015 to September 30, 2016:

| Cost Element | Cost to GOV * | Remarks |
|----------------------------------|------------------|--|
| Lawn Care/Snow | \$1,674.00 | Robin Kaste salary - snow removal (2 days @ \$348/day); |
| Removal | | Perry Byrd salary - ground maintenance contract administration funded under pool account (1 days @ \$318/day); |
| х | N . | Estimated annual cost of ground maintenance contract is \$660 (10% of total compound) |
| Garbage Service | \$300,00 | \$25/month |
| Janitorial Services | \$4,058.00 | Annual cost of janitorial contract is \$3,844. Additional \$214 for 1 carpet cleaning; 1 strip & wax; and 1 window washing |
| HVAC Maintenance | \$383.00 | Dave Lent salary - HVAC checks and filter changes (1 day @ \$283/day) Filters |
| Fire Alarm Maintenance | \$100.00 | |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company |
| Utilities – Sewer and Water | \$1,200.00 | @ \$100/month |
| Forest Service Personnel | \$4,128.00 | Perry Byrd salary - coordination and adminstration of contracts funded under building mainteannce account (1 days @ \$318/day) |
| | | Dave Lent salary - minor facility mainteannce spring/fall (2 day @ \$283/day) |
| | | Kamber Box salary - facility inspections (2 days @ \$336/day) |
| | | Camie Lindemann salary - adminstration suport of SUP (2 days @ \$301/day) |
| | | Karen Nooney salary - administration of SUP (5 days @ \$394/day) |
| Subtotal - Direct Costs | \$11,843.00 | g 36 |
| Forest Service Indirect Costs | \$829.01 | (7% of Direct Cost) |
| Total Estimated Cost | \$12,672.01 | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** Estimated cost to the Forest Service for each task during the | period 10/1/2015 to 9 | /30/2016. Washington State |
|--|-----------------------|----------------------------|
| Patrol is the sole occupant of Building #2015. | 1 | 1 |
| 11/1/2011 | / // | / |

Holder Signature

Authorized Officer Signature

65/2016

Date

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2017 – DECEMBER 31, 2017

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by: | Kamber Box Forest Facilities Engineer | Date: | 1-27-17 |
|-------------------|--|-------|---------|
| O&MP Prepared by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: | 1-26-17 |
| Reviewed by: | CRAIG NEWMAN Førest RELM Staff | Date: | 1/31/17 |
| O&MP Reviewed by: | Sgt. Greg S. Riddell | Date: | 2-1-17 |
| Approved by: | RODNEY D. SMOLDON Forest Supervisor | Date: | 2/8/17 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 01/2017

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

The tenant is responsible for preventative maintenance and damages that occur through negligence. The landlord is responsible for normal wear and tear on building and fixtures.

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|----------------|--|------------------|
| W | Building Exterior | | | |
| 14 | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and moveable parts. | As needed | WSP owns the locks on exterior doors and will maintain and repair. | 25 |
| 10 | D. Check door tolerance | | | |
| 2. | Inspect exterior doors & report operational problems to FS | As needed | 8 | |
| | Roof | | | |
| 1. | Check for obvious leaks. Notify landlord when they are identified. | As needed | je | |
| | Windows | | | |
| 1. | Check for broken glass. Notify Landlord when identified | As needed | | 5 |
| 2. | Look for water leakage and notify landlord when identified | As needed | \$5. QC | 28 |
| 3. | Check window locks to make sure they are functional. | As needed | WSP owns window locks and will repair. | |
| | Signs | | | 70 |
| 1. | Check for fading. | As needed | A | |
| 2. | Check for accuracy | As needed | 14-0 | NA DE |
| 3. | Check for damaged or missing signs and repair or replace. | As needed year | | |
| | | | | |

| 6 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|--|------------------|
| | Building Interior | | | |
| | Lighting | | pt. | |
| 1. | Check lighting. Notify landlord of major lighting issues | As needed | | 9 |
| 2. | Change fluorescent tubes. | As needed | | 30 |
| | Interior Ceiling | | P P | |
| 1. | Check ceiling for stains or other damage. Notify Landlord for repair | As needed | | at . |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked | As needed/at least once per year | | |
| 2. | Check for open panel slots and notify landlord | As needed/at least once per year | 9 | |
| | Fire Extinguishers | | × 1 | |
| 1. | Have mounted fire extinguishers serviced. | Annually | FS conducts under contract | |
| 2. | Check mounted fire extinguishers for usage. Report if service is needed. | At least once per month | | E: 00 |
| | Interior Doors | N A | * | |
| 1. | Interior door locks are owned by WSP. | | WSP will maintain/repair | (t |
| 2. | Notify Landlord if problems occur with interior door alignment and hinges. | As needed | > | |
| | Hot Water Tank | 1 17 | | |
| 1. | Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | 4 | 2 2 |
| 2. | Inspect for leaks. | As needed | | |
| | Restrooms | | | # |
| 1. | Monitor restroom toilet, sink and drains for proper function. Report problems to landlord. | As needed | | e te |
| | Miscellaneous | | | 9 U |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | Professional extermination would be responsibility of Landlord | |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General - Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer. WSP should notify the permit administrator if janitorial services area not being performed in a satisfactory manner.

Payment for this work shall be made by Washington State Patrol under the <u>Routine Operations and Maintenance</u> billing. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds and Building

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|---|--|------------------|
| | Ground Maint General | 8 | | |
| 1. | Flush fire hydrant. | Annually | Conducted by City of Colville | |
| 2. | Mow lawn. | As needed to keep a well- kept appearance | New landscape design and implementation in 2017 | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | in an o | |
| 4. | Water lawn. | As needed | | o 83 |
| 5. | Weed control. | As needed/at least once per year | | |
| 6. | Trim trees/shrubs. | As needed for site security | ю | × 11 |
| 7. | Snow Removal | As needed | | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| | Building Exterior | , k | New Exterior wood façade in 2017 | |
| | Exterior Lighting | | | |
| 1. | Replace bulbs | As needed | | |
| 2. | Test photocells and time clock, replace as needed. | As needed | × | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-------|---|---------------------|--|------------------|
| 3. | Note other repairs or replacement needed. | As needed | New LED lights in 2017 | 22 |
| | Exterior doors: | 11 | 6 | |
| 1. | Check caulking and weather stripping. | As needed | 2 | 9 |
| 2. | Check, adjust, and lubricate door closures. | As needed | | |
| 3. | Adjust and tighten hinges and strikes. | As needed | | * |
| 4. | Note other repairs or replacement needed. | As needed | 8 | |
| Festi | Building Roof | | | |
| 1. | Check vents or roof mounted equipment that may need caulking. | As needed | | 20 |
| 2. | Check flashing and repair as needed. | As needed | | |
| 3. | Clean roof and caulk. | As needed | | |
| | Windows | | | W |
| 1. | Repair or replace broken panes | As needed | Replacement of picture windows in 2017 | > |
| 2. | Seal/Repair leaking windows. | As needed | | |
| | Building Interior | 14 | | |
| | Restrooms | | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed /annually | Remodel bathroom in 2017 | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed /annually | | c |
| 3. | Check toilet seats for tightness, condition and repair. | As needed /annually | | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed /annually | e e | я |
| | Hot Water Tank | | a | 10 |
| 1. | Verify temperature is set to 125 degrees. Check for leaks | Every 2 years | State LCI inspection | |
| 2. | Check pressure relief valve for proper operation. | Every 2 years | State LCI inspection | |
| | Fire Alarm/Extinguisher | | | |
| 1. | Inspection/testing. | Annually | | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|---------------|---|------------------|
| 2. | Perform annual service on mounted fire extinguishers | Annually | | D. |
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | ₩ N | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed | п | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed | 33 | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed | | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed | 8 | W 1 |
| 6. | Check compressor for icing and fusible links. | As needed | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed | | Üi es |
| 8. | Check and replace filters. | As needed | | |
| 9. | Check and clean air handler and condenser coils. | As needed | 2 | g . |
| 10 | Note other repairs or replacements needed. | As needed | New HVAC controls in 2017 | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked. | As needed | | |
| 2. | Ensure panel directory is upto-date. | As needed | × | |
| | Interior Lights | ^ | | |
| 1. | Interior overhead lights | 6 8 W1 | New interior LED lighting in 2017 | × |
| | Other | | W | |
| 1. | New sidewalk construction | | Potentially 2017 | |

Deferred Maintenance

| | | | | DATE |
|----|------|-----------|---------|------------|
| | ITEM | FREQUENCY | REMARKS | ACCOM/COOR |
| 1. | | | | |

Auth ID: THR110702 Contact ID: CNF1107

Use Code: 352

FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 3

This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON, STATE OF, PATROL on 01/11/2011 which is hereby amended as follows:

To amend the permit expiration date to 12/31/2017. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions NA to NA attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|--|--|
| Maderal & Mala | · Rody W. Sudden |
| | |
| Holder Name Coboot Williams Holder Name | RODNEY D. SMOLDON |
| Holder Title | Forest Supervisor |
| > M M D D D D D D D D D D D D D D D D D | •••••••••••••••••••••••••••••••••••••• |
| Date 10/26/16 | Date 11/01/2016 |
| | |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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WSP Contract #C110528GSC-12 OCT 2 4 2016

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WSP

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2016 to September 30, 2017:

| Cost Element | Cost to GOV * | Remarks |
|--|------------------|--|
| Lawn Care/Snow | \$2,400.00 | Robin Kaste salary - snow removal (2 days @ \$325/day); |
| Removal ** | | FS Personel salary - ground maintenance care & watering by FS personel 1/8 day/week (5 days @ \$350/day); |
| Garbage Service | \$300.00 | \$25/month (Apx. 9% of total compound) |
| Janitorial Services | \$4,095.00 | Annual cost of janitorial contract is \$3,875. Additional \$220 for 1 carpet cleaning; 1 strip & wax; and 1 window washing |
| HVAC Maintenance | \$348.00 | Dave Lent salary - HVAC checks and filter changes (1 day @ \$248/day) Filters (\$100/yr) |
| Fire Alarm Maintenance/ Inspection | \$100.00 | For building annual inspection. |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company |
| Utilities – Sewer and Water | \$1,200.00 | @ \$100/month (Apx. 1% of compound) |
| Forest Service Personnel | \$4,048.00 | Wendy Zoodsma salary - coordination and adminstration of Janitorial contract (1 days @ \$196/day) |
| | | Dave Lent salary - minor facility mainteannce spring/fall (2 day @ \$248/day) |
| | | Kamber Box salary - facility inspections (2 days @ \$343/day) |
| 8 | | Camie Lindemann salary - adminstration suport of SUP (2 days @ \$305/day) |
| | i. | Karen Nooney salary - administration of SUP (5 days @ \$412/day) |
| Subtotal – Direct Costs | \$12,491.00 | |
| Forest Service Indirect Costs | \$999.28 | (8% of Direct Cost) |
| Total Estimated Cost | \$13,490.28 | и |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| *** | Estimated cost to the Forest Service for each tas | k during the period | 10/1/2016 to 9/30/2017 | . Washington State |
|-----|---|---------------------|------------------------|--------------------|
| Pat | rol is the sole occupant of Building #2015/ | 2 82 8 | 1 | |

Holder Signature

Rodney Smolde

Authorized Officer Signature

Forest Supervisor

Date

Date

^{**}The Forest Service is planning to have a xeroscape design done to implement next year to be more sustainable and redue lawn care maintenance. When deisgn is done and installation begins, the remaining cost associated with FS Personnel sallery will go towards installation.

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2017

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d

<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | cost | Date | Cost | |
|---|----------|------|-----------------|--------|---|
| | | | | 9 8 | |
| | | | el . | | |
| | | | e: | | ń |
| | | Vo. | (i) (i) | | |
| Signed: Man Mysserie Holder or Holder's Agent | | | 2/33/17 Date | * N.W. | |
| Signed: Tolyo Suddu RODNEY D. SMOLDON | 5 | | 03/06/17 | | |
| Forest Supervisor | | | Date | | |

Actual

Estimated

Completion

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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BUDGET & FISCAL
WSP

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2017 through December 31, 2017

CY2017 G-T Fee Calculation

The calculations below are for calendar year 2017. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2017.

| Calendar | Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees |
|----------|------------|------------------------|------------|---------|-----------------|
| Year | Number | Value | @ 6% | Offset | Due for CY17 |
| 2017 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| | Total Amt. | Barrier SyryAS Herrier | 1 | W | |
| | Due | | | | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2017 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future <u>long-term maintenance</u> and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|----------------------------|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 | \$7,021.38 | None | None |

| | Updated Exhibits | 10. | ei . | |
|--------|---|-------------|---|---|
| 2013 | Billed | \$7,021.00 | None | None |
| 2014* | Billed | \$7,021.00 | None | None |
| 2015** | | \$0.00 | None | \$3,694.36 |
| 2016 | Billed | \$14,072.76 | None | \$1,041.09 - |
| | a « | | 2 2 | agreement mgmt., electrical box marking |
| 2017 | Update Exhibits – work on New Permit | \$7,021.38 | \$38,000 Replace picture windows, exterior wood façade. Repaint exterior | e . |
| | | | trim. New landscape design and implementation. Remodel | ° = |
| | | | bathroom. New exterior lights; new interior and exterior LED lights, New HVAC controls, potential | D D |
| | | 9 , | sidewalk construction | |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015 **2015 paid in 2016.

RODNEY D. SMOLDON

Forest Supervisor

Exhibit D.2

CY2017 Financial Plan For the COLLECTION AGREEMENT For Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2017:

There are numerous Maintenance and/or Reconditioning projects planned for Building #2015 for Calendar Year 2017 to be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks | |
|--|-------------------|--|--|
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service | |
| Subtotal – Direct Costs | \$1,000.00 | | |
| FS Indirect Costs (8.0 % of Direct Costs) | \$70.00 | | |
| Total Estimated Cost | \$1,070.00\$ | × , × | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

RODNEÝ D. SMOLDON

Forest Supervisor

)/22// Date

Date

Authorization ID: THR110702 Contact ID: CNF1107 Expiration Date: 12/31/2015 Use Code: 352 FS-2700-4 (10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

SPECIAL USE PERMIT

Authority: GRANGER-THYE ACT, SECTION 7 April 24, 1950 (Ref.: FSH 2709.11, section 41.53)

WASHINGTON STATE PATROL of PO BOX 42626 8623 ARMSTRONG ROAD SW OLYMPIA WA 98504-2626 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Colville National Forest or THREE RIVERS RANGER DISTRICT unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers .2 acres or 0 miles in the NE1/4NW1/4 Sec. 16, T. 35 N., R. 39 E., WILLAMETTE MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

OCCUPANCY, USE AND MAINTENANCE OF GOVERNMENT-OWNED BUILDING #2015 (FORMER COMPUTER BUILDING) TO BE USED AS AN OFFICE FOR THE WASHINGTON STAE PATROL, COLVILLE DETACHMENT. BUILDING #2015 IS LOCATED ON THE COLVILLE NATIONAL FOREST SUPERVISOR'S OFFICE COMPOUND IN THE NE1/4NW1/4 SECTION 16, T. 35 N., R. 39 E., W.M. BUILDING #2015 WILL BE OCCUPIED YEAR ROUND, 24 HOURS A DAY.

TERMS AND CONDITIONS

I. GENERAL TERMS

- **A. AUTHORITY.** This permit is issued pursuant to [name of and cite for authority] and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.
- C. TERM. This permit shall expire at midnight on 12/31/2015, FIVE (5) YEARS from the date of issuance.
- D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.
- **E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.
- F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

- G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.
- H. ASSIGNABILITY. This permit is not assignable or transferable.

II. IMPROVEMENTS

- A. LIMITATIONS ON USE. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.
- **B. PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.
- B. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

- A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.
- **B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.
- C. OPERATING PLAN. The holder shall prepare and annually review and/or revise by January 1 an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.
- **D. INSPECTION BY THE FOREST SERVICE**. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

- **A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- **B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.
- C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.
- **D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.
- E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.
- F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.
 - 1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
 - 2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.
 - 3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear
- G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of

vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

- H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.
- I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.
- J. LIABILITY. The Grantee assumes all liability associated with this authorization and has an affirmative duty to protect from damage the land, property, and interests of the United States.

Except as provided herein, the Grantee shall compensate the United States in full for damages or injury caused by the Grantee's use or occupancy as determined by laws governing ordinary negligence in the jurisdiction in which damages or injury occurred. Compensation shall include, but is not limited to, the value of the resources damaged or destroyed, the costs of restoration, cleanup or other mitigation, fire suppression or other types of abatement costs, third party claims and judgements, and all administrative, legal (including attorney fees), and other costs in connection therewith.

- K. LOSS OF AUTHORIZED IMPROVEMENTS. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.
- L. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.
- M. LIABILITY FOR INJURY. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the federal lands covered by this permit. The Forest Service is exempt from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

V. RESOURCE PROTECTION

- A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.
- B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.
- C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.
- D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.
- E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.
- F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.
- **G. CONSENT TO STORE HAZARDOUS MATERIALS**. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

- 1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.
- 2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.
- I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The holder shall pay an initial annual land use fee of SEVEN THOUSAND AND TWENTY-ONE DALLARS AND THIRTY-EIGHT CENTS (\$7,021.38) for the period from JANUARY 1 to DECEMBER 31, 2011 and thereafter on JANUARY 1, shall pay an annual land use fee of SEVEN THOUSAND AND TWENTY-ONE DALLARS AND THIRTY-EIGHT CENTS (\$7,021.38).

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

- 1. <u>Crediting of Payments</u>. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
- 2. <u>Disputed Fees</u>. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

- (a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.
- (b) <u>Administrative Costs</u>. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

- (c) <u>Penalties</u>. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.
- (d) <u>Termination for Nonpayment</u>. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.
- 4. <u>Administrative Offset and Credit Reporting</u>. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:
- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

- A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:
 - 1. For noncompliance with federal, state, or local law.
 - 2. For noncompliance with the terms of this permit.
 - 3. For abandonment or other failure of the holder to exercise the privileges granted.
 - 4. With the consent of the holder.
 - 5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

- **B. IMMEDIATE SUSPENSION**. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.
- **c. APPEALS AND REMEDIES**. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
- D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.
- E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed

by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

- **A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.
- C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated WASHINGTON STATE PATROL, CNF110701, dated 04/24/2006.
- **D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.
- E. <u>Surveys, Land Corners</u> (D4). The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

F. Removal and Planting of Vegetation and Other Resources (D5). The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

| This permit is accepted subject to the conditions set out above | |
|---|---|
| HOLDER: WASHINGTON STATE PATROL | U.S. DEPARTMENT OF AGRICULTURE |
| | Forest Service |
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| By: Western & years | By: |
| (Holder Signature) | (Authorized Officer Signature) |
| PES ADMINISTRATOR | . 0 |
| By: | Title: LAURA JO WEST, Forest Supervisor |
| (Holder Signature) | (Name and Title) |
| Date: 1/4/11 | Date: //// |
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-

APPTARY 10702 Twishington State Patrol Special Use Permit for Building #2015

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0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Exhibit A – Vicinity Map Washington State Patrol Use of Forest Service Building #2015

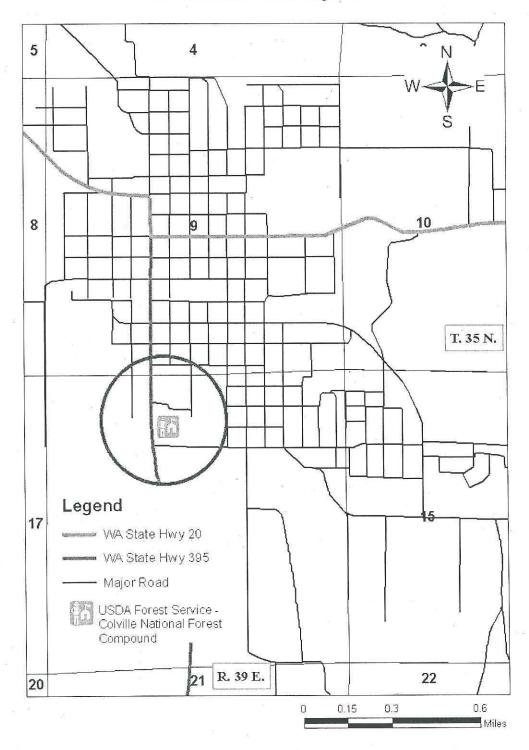
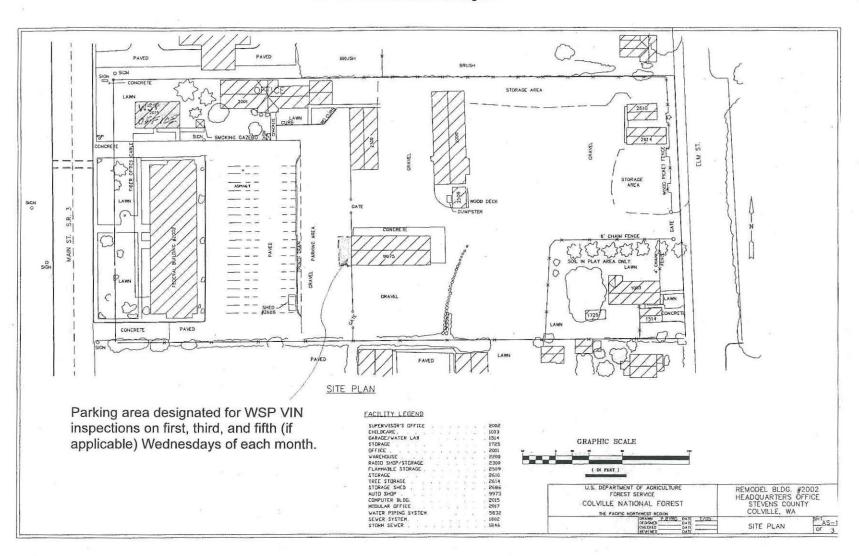


Exhibit B – Site Plan Washington State Patrol Use of Forest Service Building #2015



Forest Service Right of Entry and Inspection. In recognition of the need of the Washington State Patrol to maintain security of the building through limited access, the Forest Service will submit specific requests for access to the Washington State Patrol. It is understood that such access may require Forest Service personnel to be escorted by personnel of the Washington State Patrol. Forest Service access without escort will be limited to specified personnel who have been approved in advance by Washington State Patrol. Such approval will include successful passing of a background investigation.

Unescorted access of contractors, such as janitorial staff, will be limited to those approved in advance by Washington State Patrol. Such approval will include successful passing of a background investigation.

2. Cooperative Utility and Maintenance Expenses. The holder shall pay the holder's proportionate share of the cost to operate and maintain facilities that are owned and operated by the Forest Service and that serve the permit area, as well as the cost of utilities, such as electricity, water, and sewer service, that are paid for by the Forest Service and that serve the permit area. The authorized officer shall determine the cost of providing these services and utilities and the holder's appropriate share and bill the holder. These costs are subject to a percentage overhead assessment the current rate of which shall be noted in the bill and/or supporting documentation. The holder shall remit payment upon receipt of a bill for collection. The Forest Service shall deposit the holder's payment into a cooperative funds account.

Specific services and utilities covered under this permit include:

Grounds Maintenance (lawn care and snow removal);

Garbage Service;

Janitorial Services;

Sewer:

Water;

HVAC Maintenance;

Fire Alarm Maintenance; and

Salary for Forest Service Personnel to administer the associated contracts.

Exhibit D

COLLECTION AGREEMENT

between

USDA FOREST SERVICE, COLVILLE NATIONAL FOREST

WASHINGTON STATE PATROL

This **COLLECTION AGREEMENT** is hereby entered into by and between the USDA Forest Service, Colville National Forest, hereinafter referred to as the **Forest Service**, and the Washington State Patrol, hereinafter referred to as the **WSP** under the provisions of the Granger-Thye Act of April 24, 1950.

A. PURPOSE:

The purpose of this agreement is for the WSP, at their request, to voluntarily contribute funds for the long-term maintenance and reconditioning of Building # 2015. A Decision Memo signed on February 14, 2006 approved issuance of a special use permit for use of Building #2015 by the WSP. This collection Agreement formalizes WSP's contribution of funds to cover Granger-Thye fees for use of the building.

Under this agreement maintenance is defined as preserving, keeping in proper condition; or rebuilding, repairing, or replacing the building or its components. Reconditioning is defined as restoring the facility to its original condition, or to meet current national, or state standards (including, but not limited to, the Uniform Building Code, Americans with Disabilities Act, etc.). The terms Maintenance and Reconditioning do not include construction of new facilities.

B. FOREST SERVICE SHALL:

- 1. Calculate Granger-Thye fees due for maintenance and reconditioning of Building #2015. These fees may be offset by work completed by WSP as agreed to under a separate Granger-Thye Fee Offset Agreement. Exhibit D.1 of this Agreement will be revised annually to reflect the calculation of Granger-Thye fees due.
- 2. Issue a Bill for Collection for the amount of funds required to cover the Granger-Thye fees (less those offset as described above) for use of Building #2015.
- 3. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative work fund account to be used for the purpose for which contributed, including related overhead expenses.
- 4. Complete the tasks listed in Exhibit D.2, which are associated with the maintenance and reconditioning of Building #2015.

C. WASHINGTON STATE PATROL SHALL:

- 1. Remit to the Forest Service in advance funds to cover the annual Granger-Thye Fees. Funds are to be remitted to the Forest Service Collection Officer at the address provided on the Bill for Collection.
- 2. Acknowledge that the estimates shown in Exhibit D.2 are based on best information at the time that the Financial Project Work Plan was developed. Individual cost (line) items shown in Exhibit D.2 may vary during the course of project implementation. Provisions D3 and D4 address the potential for additional charges.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- 1. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- 2. MODIFICATION. Modifications within the scope of the agreemment shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Both parties recognize that the cost estimates shown in Exhibit D.2 are the best

- estimates that can be made at this point in the process. If actual costs (total excluding indirect) are projected to exceed the estimated total in Exhibit D.2, the payment of the excess will be authorized from the balance held in the cooperative work fund account through a modification to this agreement to be approved in advance by both parties.
- REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this agreement, will not be refunded to the WSP. The funds will carry-over in the cooperative work fund account for authorization for use for future maintenance and reconditioning projects for Building #2015.
- 4. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the WSP to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- 5. <u>LEGAL AUTHORITY</u>. The WSP has the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
- PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the WSP from participating in similar activities with other public or private agencies, organizations, and individuals.
- COMMENCEMENT/EXPIRATION DATE. The agreement is executed as of the date of the last signature and is effective through **December 31, 2015** (expiration date for associated special use permit #THR110702) at which time it will expire unless extended.
- 8. <u>TERMINATION</u>. Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- FUND CARRYOVER. Funds collected under a previous permit (CNF110701) for long-term maintenance and reconditioning of Building #2015 that have been deposited into Forest Service Cooperative work fund account CWFSA6 will be carried over to a new jobcode established for the new permit (THR110702). Funds remaining at the end of each Fiscal Year will be carried over to the next.
- 10. PRINCIPAL CONTACT. The principal contacts for this agreement are:

| Forest Service Project Contact | WSP Project Contact |
|---------------------------------------|--|
| Lou Janke, Forest Facilities Engineer | Judy Smith, Property Management Specialist |
| Colville National Forest | Washington State Patrol |
| 765 South Main | P.O. Box 42626 |
| Colville, WA 99114 | Olympia, WA 98504-2626 |
| Phone: 509-684-7230 | Phone: 360-596-6010 |
| FAX: 509-684-7280 | FAX: |
| E-Mail: ljanke@fs.fed.us | E-Mail:judy.smith@wsp.wa.gov |

| Forest Service Administrative Contact | Cooperator Administrative Contact |
|--|-----------------------------------|
| Kim Di Rienz, Forest Special Uses Coordinator | * . |
| Colville National Forest, Sullivan Lake Ranger District | [Same as above] |
| 12641 Sullivan Lake Road | St pr |
| Metaline Falls, WA 99153 | |
| Phone: 509-446-7540 | Phone: |
| FAX: 509-446-7580 | FAX: |
| E-Mail: kdirienz@fs.fed.us | E-Mail: |

 ADVANCE BILLING. The Forest Service will bill the WSP prior to commencement of work for deposits sufficient to cover the calculated Granger-Thye fees for the specific payment period.

Billings shall be sent to: Washington State Patrol to the attention of Judy Smith, at the address in Provision D-10.

The WSP shall submit the advance deposit to the address shown on the Bill for Collection.

In the event that additional funds are needed, the WSP will be notified of the additional amount 90 days before fees are to be expended from the cooperative work fund account (see Provision D-3, Modification.)

- 12. <u>ENDORSEMENT</u>. Any Cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
- 13. <u>FOREST SERVICE LIABILITY</u>. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.
- 14. <u>RIGHTS AND INTERESTS</u>. No part of this agreement shall entitle the Cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- 15. <u>APPORTIONMENT AUTHORITY</u>. The continuation of this agreement for future Forest Service fiscal years is subject to receipt of apportionment authority by the Forest Service. This provision only applies when the project performance period extends into the following Forest Service fiscal year (October 1 through September 30).
- 16. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, both parties certify that the individuals listed in this document as their representatives are authorized to act in their respective areas for matters related to this agreement.

The two parties have executed this agreement as of the last date written below.

DIANE C. PERRY

Management Services Bureau Director

Washington State Patrol

Date /

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

LAURA JO WEST

Forest Supervisor

Colville National Forest

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|----|-----|----------|------|
| Ex | h | ıh | Itc. |
| | | | |

D.1 – Granger-Thye Fee Calculations D.2 – Financial Project Work Plan

| Forest S | service (| <u>Jse</u> | |
|----------|-----------|------------|--|
| | | | |
| Joh Coc | ۱۵۰ | | |

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110701

For the period of January 1 through December 31, 2011

CY2009 G-T Fee Calculation

The calculations below are for calendar year 2011. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2009.

| Building Number | Capitalized Value | Annual Fee @ 6% | G-T Fee Offset | Calculated Fees Due for CY 2011 |
|--------------------|-------------------|--------------------|----------------|---------------------------------|
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 11 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Bldg 2015:

| Calendar | Agreement | G-T Fees | Proposed | Actual Expenditures |
|----------|-----------|-----------|--------------|---------------------|
| Year | Action | Collected | Expenditures | |
| 2011 | THR110702 | \$7021.38 | \$1,080.00 | |

Exhibit D.2

CY2011 Financial Plan For the COLLECTION AGREEMENT For Special Use Permit #CNF110701 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2011:

There are no maintenance or reconditioning projects proposed for Building #2015 for 2011 that would be completed by the Forest Service (Landlord). This Financial Work Plan, however, authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|---|-------------------|--|
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| | D. | 22 |
| Subtotal – Direct Costs | \$1,000.00 | 2 |
| FS Indirect Costs (8 % of Direct Costs) | \$80.00 | 8 |
| Total Estimated Cost | \$1,080.00 | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period January 1, 2011 to September 30, 2011:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,028.72 | Includes 1 days salary for Robin Kaste (@ \$266/day) for snow removal and 1 day salary for Perry Byrd (@ \$294/day) for administration of grounds maintenance contracts funded under pool acct. Estimated annual cost of grounds maintenance contract is \$625 (\$52.08/mo). |
| Garbage Service | \$ 1,125.00 | 33% @ \$125/month |
| Janitorial Services | \$3,928.78 | Includes 1 day salary for Patricia Shields (@ \$233/day) for administration of janitorial contract Annual cost of contract is \$4505 (\$375.42/mo). Additional costs of: \$125 for one carpet cleaning; \$37 for one strip & wax; and \$155 for one window washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities - Sewer and Water | \$ 1,035.00 | @ \$115/month |
| Forest Service Personnel | \$ 710.00 | Salary for 1 day salary for Perry Byrd (@ \$294/day) and 1 day salary for Lou Janke (@\$416/day) for facility inspections, coordination, and administration of contracts funded under bldg mtce acct. |
| Subtotal - Direct Costs | \$8,737.50 | |
| Forest Service Indirect Costs (7.1% of Direct Costs) | \$620.36 | |
| Total Estimated Cost ** | \$9,357.86 | 8 |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

Holder Signature

Authorized Officer Signature

Date

1/1/

Date

^{**} Estimated cost to the Forest Service for each task during the period 1/1/2011 to 9/30/11. WSP is the sole occupant of Building #2015.

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2012 through December 31, 2012

CY2012 G-T Fee Calculation

The calculations below are for calendar year 2012. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2012.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due |
|----------|--------------|------------|---------|---------------------|
| Number | Value | @ 6% | Offset | for CY 2012 |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2012 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Bldg 2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | 2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | ?????? |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | |

| | No. |
|-----------|---------|
| Holder Si | gnature |

5-11/12 Date 5/24/12

Authorized Officer Signature

Data

Exhibit D.2

CY2012 Financial Plan For the COLLECTION AGREEMENT

For

Special Use Permit #CNF110702 between the **Colville National Forest and Washington State Patrol**

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2012:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2012 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| 13 31 | | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.4 % of Direct Costs) | \$74.00 | |
| Total Estimated Cost | \$1,074.00\$ | \$ |

^{*}Funds for these projects will be taken from the cooperative work fund account for longterm maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

S-11/12 Date 5/24/12

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID CNF110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|--------------------------|----------|----------------|--------------------|----------------|
| None Identified for 2012 | N/A | \$-0- | | |
| я | | | 90 | |
| 8 | | | | |

| Signed: | 5-1172 |
|--------------------------|---------|
| Holder or Holder's Agent | Date |
| Signed: Jama go Wlest | 5/24/12 |
| Authorized Officer | Date |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110701

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2011 – DECEMBER 31,2011

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by | | Date: _ | 9/15/10 |
|-----------------------------|---|---------|---------|
| | LOU JANKE Forest Facilities Engineer | | |
| O&MP EXHIBIT . Prepared by: | (mal. | Date: _ | 2/2/11 |
| | Property Management Specialist, WSP | | |
| Reviewed by: | KIM DIRIENZ | Date: _ | 9/20/10 |
| Reviewed by: | Forest Special Use Permit Administrator CRAIG NEWMAN CRAIG NEWMAN | Date: _ | afasho |
| Approved by: | Forest RELM Staff LAURA JO WEST Forest Supervisor | Date: _ | 9/8/11 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2001 4/2009

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---------|------------------|
| | Exterior Doors | | 7 | |
| 1. | Inspect and lubricate all door locks and hardware: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and | As needed | * | А |
| | moveable parts. D. Check door tolerance | 11 | | |
| 2. | Check caulking and weather stripping. | As needed | | |
| 3. | Check, adjust, and lubricate door closures. | As needed | | v |
| 4. | Adjust and tighten hinges and strikes. | As needed | V | |
| 5. | Note other repairs or replacement needed. | As needed/at least once per year | 100 | |
| | Exterior Lighting | | | |
| 1. | Test exterior lighting, replace bulbs, clean diffusers. | As needed for site safety and security | | |
| 2. | Test photocells and time clock, replace or rest. | As needed | 81 | ě |
| 3. | Note other repairs or replacement needed. | As needed/at least once per year | | 1 |

Tenant Maintenance (Cont,.)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|--------------|---|--|---------|------------------|
| - X-3 - - | Roof | 24 | | |
| 1. | Check for obvious leaks and repair as needed | As needed/at least once per | | 8 |
| | | year | | |
| 2. | Check vents or roof mounted equipment that may need caulking. | As needed/at least once per year | | |
| 3. | Check flashing and repair as needed. | As needed/at least once per year | | |
| 4. | Clean roof and caulk. | As needed/at least once per year | | (84) |
| | Windows | | | |
| 1. | Check for broken glass and arrange for repair. | As needed/at least once per year | | |
| 2. | Look for water leakage and repair. | As needed/at least once per year | | 8 |
| 3. | Check locks and repair. | As needed/at least once per year | | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked. | As needed/at least once per year | * | |
| 2. | Check for open panel slots and install fillers. | As needed/at least once per year | 10 | |
| 3. | Ensure panel directory is upto-date. | As needed/at least once per year | | |

Tenant Maintenance (Cont..)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|--|--|------------------|
| | Interior | 0 | 100 | |
| 1. | Check and repair lighting. | As needed | Coordinate with FS Facilities Engineer | |
| 2. | Change fluorescent tubes. | As needed | | |
| 3. | Check ceiling for stains or other damage and clean or repair. | As needed/at least once per year | | Ŷ |
| 4. | Have fire extinguishers serviced | Annually | | - 2 |
| 5. | Check fire extinguishers for usage and report if service is needed. | As needed/at least once per month | = | |
| 6. | Check locks, alignment, and hinges on interior doors. | As needed/at least once per year | | |
| | Restrooms | # | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed/at least once per year | | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed/at least once per year | is . | |
| 3. | Check toilet seats for tightness, condition and repair. | As needed/at least once per year | | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed/at least once per year | | |
| 5. | Check vanity panels for tightness, proper hinge and lock operation. | As needed/at least once per year | | |
| 1. | Hot Water Tank Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | | |
| 2. | Inspect for leaks. | As needed/at least once per year | 27 X | |
| 3. | Check pressure relief valve for proper operation. | As needed/at least once per year | | |

Tenant Maintenance (Cont...

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---|------------------|
| | Signs | | XI | |
| 1. | Check for fading. | As needed/at least once per year | | |
| 2. | Check for accuracy | As needed/at least once per year | | |
| 3. | Check for damaged or missing signs and repair or replace. | As needed/at least once per year | | |
| | Miscellaneous | 3 | | |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | If required, professional extermination would be responsibility of Landlord | |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General – Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer.

Payment for this work shall be made by Washington State Patrol. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Any funds remaining in this account at the end of the fiscal year shall be refunded to the Washington State Patrol. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----------|------------------------------|--|-------------------|------------------|
| SV 4/104 | General | | | |
| 1. | Flush fire hydrant. | Annually | Coordinate w/city | |
| 2. | Mow law. | As needed to keep a well kept appearance | | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | | |
| 4. | Water lawn. | As needed | | |
| 5. | Weed control. | As needed/at least once per year | W. | |
| 6. | Trim trees/shrubs. | As needed for site security | | |
| 7. | Snow Removal | As needed | 19-315-19 | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| 3 | Fire Alarm | | | |
| 1, | Inspection/testing. | As needed/at least once per year | | Q. |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|---|------------------|
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | 6° | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | Н — — — — — — — — — — — — — — — — — — — | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | e |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | 8 | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | | |
| 8. | Check and replace filters. | As needed/at least once per year | | |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | 8 | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | 8 | | 3 |

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period **October 1**, **2011 to September 30**, **2012**:

| Cost Element | Cost to GOV * | Remarks |
|--|-------------------------|--|
| Lawn Care/Snow Removal | \$ 1,523.00 | Includes 2 days salary for Robin Kaste (@ \$286/day) for snow removal and 1 day salary for Perry Byrd (@ \$296/day) for administration of grounds maintenance contracts funded |
| e | 5 | under pool acct. Estimated annual cost of grounds maintenance contract is \$655. |
| Garbage Service | \$600.00 | @\$50/month |
| Janitorial Services | \$5,194.00 | Includes 1 day salary for Teresa Anderson (@ \$226/day) for administration of janitorial contract. Annual cost of contract is \$4645. Additional costs of: \$126 for one carpet cleaning; \$37 for one strip & wax; and \$160 for one window washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | 2 |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 977.00 | Salary for 1 day salary for Perry Byrd (@ \$296/day) and 1 day salary for Jen Knutson (@\$313/day) and 1 day salary for Doug Bladek (@\$368/day) for facility inspections, coordination, and administration of contracts funded under bldg mtce acct. |
| Subtotal – Direct Costs | \$10404.00 | 8 0 |
| Forest Service Indirect Costs (7.4% of Direct Costs) | \$770.00 | |
| Total Estimated Cost ** | \$11,174.00 — 900 °0 | Email in contract folder to |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** Estimated cost to the Forest Service for e | each task during the period 10/1/2011 t | to 9/30/2012. WSP is the |
|---|---|--------------------------|
| sole occupant of Building #2015. | / / | |
| Model & Males | 9/27/2011 | |
| Holder Signature | Date / | |

Authorized Officer Signature Date

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2012 through December 31, 2012

CY2012 G-T Fee Calculation

The calculations below are for calendar year 2012. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2012.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due for CY 2012 |
|----------|--------------|------------|---------|---------------------------------|
| Number | Value | @ 6% | Offset | |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

<u>G-T Fee Collection/Expenditure History</u>
The following information is summarized here to assist in activity tracking. Funds collected under this CY 2012 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Bldg 2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | 2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | ?????? |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | 2 |

| V | 1 " | 11 | 10- |
|----|------|------|--------|
| Но | lder | Silo | nature |

Date

Exhibit D.2

CY2012 Financial Plan For the COLLECTION AGREEMENT

For

Special Use Permit #CNF110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2012:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2012 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks | |
|--|-------------------|--|--|
| ø v | | Work to be completed by Forest Service | |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service | |
| Subtotal – Direct Costs | \$1,000.00 | | |
| FS Indirect Costs (7.4 % of Direct Costs) | \$74.00 | | |
| Total Estimated Cost | \$1,074.00\$ | 0 | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

5111

Date

Date

Authorization ID CNF110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|---|----------|----------------|-----------------|----------------|
| None Identified for 2012 | N/A | \$-0- | | |
| e. Santa e e e e e e e e e e e e e e e e e e e | | | | |
| 19 | | 5 | 2 | |
| 5 | | | 2 | |

| Signed: | 5-1172 |
|--------------------------|---------|
| Holder or Holder's Agent | Date |
| Signed: Durk go West | 5/24/12 |
| Authorized Officer | Date |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

| Auth ID: THR110702 |
|---|
| Auth ID: THR110702 Contact ID: CNF1107 |
| Use Code: 352 |

FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the special use authorization for OCCUPANCY AND USE OF GOVERNMENT BUILDING #2015 issued to WASHINGTON STATE PATROL on 01/11/2011 which is hereby amended as follows:

To provide enhanced telephonic and computer services between the Colville Washington State Patrol and Stevens County Sheriff's department in Colville, WA. This will require installation of a small, low powered microwave dish on the roof of the Forest Supervisor's Office (SO) in Colville, WA, and placement of a single computer cable installed from the SO's 1st floor computer room to the rooftop through an existing roof penetration conduit. Pre-existing computer cable would be utilized to transmit communications from the dish through the Forest Supervisor's Office to the WSP office. Microwave dish dimensions are 13"W x 11"H x 3.5"D. The dish would be mounted on a seven-foot pole attached to an existing free mount located on the rooftop. The dish would be powered from an ethernet cable.

This Amendment is accepted subject to the conditions set forth herein, and to conditions <u>N/A to N/A</u> attached hereto and made a part of this Amendment.

| | <u></u> | |
|---------------------|--------------------|--|
| Health for Bob make | Faura Do Wlist | |
| Holder | Authorized Officer | |
| R. I. I. M. | | |
| Dudget Manager | Forest Supervisor | |
| Holder | Ţitle | |
| 16/29/12 | 12/19/12 | |
| Date | Date | |
| | | |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2013 – DECEMBER 31, 2013

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by | | Date: _ | |
|--------------------------------|--|----------|----------|
| | JENNIFER KNUTSON - ACTING KO | imper Be | 3* |
| | Assistant Forest Facilities Engineer | | |
| O&MP EXHIBIT A Prepared by: | macen & for | Date: _ | 5/14/13 |
| | TERRIJOHNSON ROLERT MAK | • | , , |
| | Budget & Fiscal Services - Contracts, WSP | V. | |
| Reviewed by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: _ | 05/08/13 |
| Reviewed by: | CRAIG NEWMAN | Date: _ | 5/23/13 |
| | Forest RELM Staff | | |
| Approved by: | Laura Jo West | Date: _ | 6/24/13 |
| | LAURA JO WEST Forest Supervisor | | |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 05/2013

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|---------|------------------|
| | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks and hardware: A. Replace worn cores | As needed | 2 | |
| | when possible, otherwise note for | @ N | | |
| | replacement. | Nº. | | |
| | B. Repair or tighten all screws. | | N. | 2 |
| 32 | C. Lubricate cores and moveable parts.D. Check door tolerance | 5 | | |
| 2. | Check caulking and weather stripping. | As needed | | |
| 3. | Check, adjust, and lubricate door closures. | As needed | 2 | ų. |
| 4. | Adjust and tighten hinges and strikes. | As needed | | |
| 5. | Note other repairs or | As needed/at | | **** |
| | replacement needed. | least once per year | ¥ | |
| | Exterior Lighting | <u> </u> | × | |
| 1. | Test exterior lighting, replace bulbs, clean diffusers. | As needed for site safety and security | | |
| 2. | Test photocells and time clock, replace or rest. | As needed | | |
| 3. | Note other repairs or replacement needed. | As needed/at least once per year | 3 | 2 |

Tenant Maintenance (Cont,.)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|-------------------------------|----------------|---------|------------------|
| | Roof | | | |
| 1. | Check for obvious leaks and | As needed/at | × | |
| | repair as needed | least once per | 8 | 8 |
| | | year | V | |
| 2. | Check vents or roof mounted | As needed/at | | |
| | equipment that may need | least once per | | |
| | caulking. | year | K E | |
| 3. | Check flashing and repair as | As needed/at | 20 | |
| | needed. | least once per | | |
| | | year | | ý |
| 4. | Clean roof and caulk. | As needed/at | | 6 |
| | | least once per | | |
| | | year | | |
| | Windows | | | |
| 1: | Check for broken glass and | As needed/at | | |
| | arrange for repair. | least once per | | e |
| | | year | 11 | |
| 2. | Look for water leakage and | As needed/at | | |
| | repair. | least once per | | F |
| | | year | | |
| 3. | Check locks and repair. | As needed/at | | |
| | | least once per | | |
| | | year | | |
| | Electrical Panels | () | | |
| 1. | Ensure covers are on and | As needed/at | | |
| | marked. | least once per | c | , |
| | | year | | |
| 2. | Check for open panel slots | As needed/at | | N |
| | and install fillers. | least once per | * | |
| | | year | | |
| 3. | Ensure panel directory is up- | As needed/at | | V |
| | to-date. | least once per | | |
| | | year | | |

Tenant Maintenance (Cont,.)

| 8 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|--|--|------------------|
| | Interior | F -1 | | ACCICOOR |
| 1. | Check and repair lighting. | As needed | Coordinate with FS Facilities Engineer | c , |
| 2. | Change fluorescent tubes. | As needed | | |
| 3. | Check ceiling for stains or other damage and clean or repair. | As needed/at least once per year | 5 | 50 |
| 4. | Have fire extinguishers serviced | Annually | | |
| 5. | Check fire extinguishers for usage and report if service is needed. | As needed/at least once per month | p | |
| 6. | Check locks, alignment, and hinges on interior doors. | As needed/at least once per year | | |
| | Restrooms | | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed/at least once per year | | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed/at least once per year | > | |
| 3. | Check toilet seats for tightness, condition and repair. | As needed/at least once per year | \$ 11 | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed/at least once per year | o | |
| 5. | Check vanity panels for tightness, proper hinge and lock operation. | As needed/at least once per year | | |
| 1 | Hot Water Tank | 4 41 | | |
| 1. | Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | | |
| 2. | Inspect for leaks. | As needed/at least once per year | | |
| 3. | Check pressure relief valve for proper operation. | As needed/at least once per year | | 13 |

Tenant Maintenance (Cont..)

| V | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|-----------------------------|----------------|----------------|------------------|
| | Signs | | | |
| 1. | Check for fading. | As needed/at | | |
| | | least once per | | 950 |
| | 4 | year | | |
| 2. | Check for accuracy | As needed/at | | |
| | | least once per | (K | |
| | .8. | year | | |
| 3. | Check for damaged or | As needed/at | | |
| | missing signs and repair or | least once per | 2 | |
| | replace. | year | VI. | |
| | Miscellaneous | | | |
| 1. | Monitor for pests (e.g. | As needed/at | If required, | |
| | insects and/or rodents) and | least once per | professional | |
| | eliminate or control | year | extermination | |
| | 2 | | would be | |
| | | | responsibility | |
| | | | of Landlord | W/ |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General – Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer.

Payment for this work shall be made by Washington State Patrol. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Any funds remaining in this account at the end of the fiscal year shall be refunded to the Washington State Patrol. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|------------------------------|--|-------------------|------------------|
| | General | | | |
| 1. | Flush fire hydrant. | Annually | Coordinate w/city | |
| 2. | Mow law. | As needed to keep a well kept appearance | - s | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | α. | |
| 4. | Water lawn. | As needed | | |
| 5. | Weed control. | As needed/at least once per year | i « | 125 |
| 6. | Trim trees/shrubs. | As needed for site security | | |
| 7. | Snow Removal | As needed | | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| - | Fire Alarm | | | |
| 1. | Inspection/testing. | As needed/at least once per year | 4 | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|-----------------------------|------------------|
| | HVAC | TREQUERCI | KEWIAKKS | ACC/COOK |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | N |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | 41 | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | ā | |
| 8. | Check and replace filters. | As needed/at least once per year | | 11 |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | 8 | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | i. | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | |

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2012 to September 30, 2013:

| Cost Element | Cost to GOV * | Remarks |
|-----------------------------|---------------|--|
| Lawn Care/Snow Removal | \$ 1,538.00 | Includes 2 days salary for Robin |
| | | Kaste (@ \$286/day) for snow |
| * | 4 | removal and 1 day salary for Perry |
| | | Byrd (@ \$298/day) for |
| g: | | administration of grounds |
| e ⇒ | | maintenance contracts funded |
| | | under pool acct. Estimated annual |
| N | | cost of grounds maintenance |
| | | contract is \$668. |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$5,326.00 | Includes 1 day salary for Teresa |
| | W II | Anderson (@ \$240/day) for |
| 12 m | | administration of janitorial contract. |
| | | Annual cost of contract is \$4754. |
| W N | | Additional costs of: \$130 for one |
| . E | | carpet cleaning; \$38 for one strip & |
| | | wax; and \$164 for one window |
| | | washing |
| HVAC Maintenance | \$ 660.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 992.00 | Salary for 1 day salary for Perry |
| 0 | | Byrd (@ \$298/day) and 2 days |
| ۸ | c | salary for Doug Bladek |
| ** | | (@\$381/day) for facility inspections, |
| 8 | | coordination, and administration of |
| , a | | contracts funded under building |
| | | maintenance account. |
| Subtotal - Direct Costs | \$10,556.00 | 17 Taylor (1/2 A A C) |
| Forest Service Indirect | \$740.00 | 2 |
| Costs | | |
| (7.0% of Direct Costs) | | |
| Total Father stad Coast at | 044.000.00 | |
| Total Estimated Cost ** | \$11,306.00 | |
| | | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** | Estimated cost to the Forest Service for each task during the period | 10/1/2012 to | 9/30/2013. |
|----|--|--------------|------------|
| W. | SP is the sole occupant of Building #2015. | | |

Holder Signature

Authorized Officer Signature

Date

Dat

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | Estimated cost | Completion Date | Actual Cost |
|--------------------------|----------|----------------|--------------------|----------------|
| None Identified for 2013 | N/A | \$-0- | | |
| | | 11-310-11-20 | | |
| 1 1 2 | 1 | | | |
| Signed: Nat seat & Va | Palle | | 5/14/13 | |
| Holder or Holder's Agent | | | Date | |
| Signed: Taure Oo We | st | _ | 5/24/13 | |
| Authorized Officer | | 9 | Date | |
| | | | | 展. |

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2013 through December 31, 2013

CY2013 G-T Fee Calculation

The calculations below are for calendar year 2013. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2013.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due for CY 2013 |
|----------|--------------|------------|---------|---------------------------------|
| Number | Value | @ 6% | Offset | |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2013 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for LT Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|-------------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | None |
| 2013 | | \$7,021.00 (pending) | None | |

Holder Signature

Authorized Officer Signature

Date

Exhibit D.2

CY2013 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the

Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2013:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2013 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| | 20 | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal - Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | |
| Total Estimated Cost | \$1,070.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date

Date

(F)

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2014 – DECEMBER 31, 2014

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by: | SYALA- | Date: | 27 Jan 2014 |
|-----------------------------|---|-------|-------------|
| O&MP EXHIBIT A Prepared by: | JENNIFER KNUTSON Assistant Forest Facilities Engineer TERRIJOHNSON Bobert Maki Budget & Fiscal Services Contracts, WSP | Date: | 2/13/14 |
| Reviewed by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: | 2/18/14 |
| Reviewed by: | CRAIG NEWMAN Forest RELM Staff | Date: | 2/24/14 |
| Approved by: | LAURA JO WEST Forest Supervisor | Date: | 28 Jan 2014 |

Tenant Maintenance (Cont..)

| 101 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|-------------------------------|----------------|---------|-----------------------|
| | Roof | | 3 | |
| 1. | Check for obvious leaks and | As needed/at | | |
| | repair as needed | least once per | | 4 |
| | | year | 8 | and the second second |
| 2. | Check vents or roof mounted | As needed/at | | |
| | equipment that may need | least once per | | III |
| | caulking. | year | | |
| 3. | Check flashing and repair as | As needed/at | | |
| | needed. | least once per | | |
| | N . | year | | |
| 4. | Clean roof and caulk. | As needed/at | | |
| | | least once per | | , |
| | | year | | |
| | Windows | | | |
| 1. | Check for broken glass and | As needed/at | | |
| | arrange for repair. | least once per | 8 | |
| | | year | | |
| 2. | Look for water leakage and | As needed/at | | |
| | repair. | least once per | | |
| | | year | | |
| 3. | Check locks and repair. | As needed/at | | |
| | east W | least once per | | |
| | | year | | |
| | Electrical Panels | | 100 | |
| 1. | Ensure covers are on and | As needed/at | , | |
| | marked. | least once per | | |
| | | year | | |
| 2. | Check for open panel slots | As needed/at | | |
| | and install fillers. | least once per | | |
| | 1 12 | year | | |
| 3. | Ensure panel directory is up- | As needed/at | | |
| | to-date. | least once per | | |
| 1 | | year | | |

Tenant Maintenance (Cont..)

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|--|------------------|
| | Signs | is in the second | | |
| 1. | Check for fading. | As needed/at least once per year | | |
| 2. | Check for accuracy | As needed/at least once per year | | |
| 3. | Check for damaged or missing signs and repair or replace. | As needed/at least once per year | | |
| | Miscellaneous | | | 25 |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | If required, professional extermination would be responsibility of Landlord | |

| 2 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-----|--|----------------------------------|-----------------------------|------------------|
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | FS Reimbursible Contract | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed/at least once per year | 2: | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed/at least once per year | | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed/at least once per year | 21 | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed/at least once per year | | |
| 6. | Check compressor for icing and fusible links. | As needed/at least once per year | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed/at least once per year | | |
| 8. | Check and replace filters. | As needed/at least once per year | | |
| 9. | Check and clean air handler and condenser coils. | As needed/at least once per year | | |
| 10. | Note other repairs or replacements needed. | As needed/at least once per year | | |

Deferred Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | |

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2015

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

Due Date

Estimated

cost

Completion

Date

The Holder shall perform the work itemized below under this agreement.

Description of Project

| None Identified in 2014 | | | 0 |
|--------------------------|-----|---------|---|
| | | | |
| | | 2 | |
| Signed: Male Malh | CFO | 2/13/14 | |
| Holder or Holder's Agent | | Date/ | |
| Signed: July De West | | 2/24/14 | |
| Authorized Officer | | Date | |

Actual

Cost

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2014 through December 31, 2014

CY2014 G-T Fee Calculation

The calculations below are for calendar year 2014. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7.021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2014.

| Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees Due |
|----------|--------------|------------|---------|---------------------|
| Number | Value | @ 6% | Offset | for CY 2014 |
| #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2014 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|--|---|--|--|
| CO #06-CO- 11062100-064 | \$666.00 | None | None |
| Mod #1 | \$7,021.00 | None | None |
| Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | \$425.53 |
| None | \$7,021.38 | None | \$554.40 |
| None | \$7,021.00 (pending) | \$3000.00* (porch awning over back door) | |
| | Action CO #06-CO- 11062100-064 Mod #1 Mod #2 Amend #2 Updated Exhibits New Permit CNF110702 Updated Exhibits None | Action Collected CO #06-CO- 11062100-064 \$666.00 Mod #1 \$7,021.00 Mod #2 \$7,021.38 Updated Exhibits \$7,021.38 New Permit CNF110702 \$7,021.38 Updated Exhibits \$7,021.38 None \$7,021.38 | Action Collected Expenditures CO #06-CO- 11062100-064 \$666.00 None Mod #1 \$7,021.00 None Mod #2 \$7,021.00 \$1,080.00 Amend #2 \$7,021.38 \$4,847.00 Updated Exhibits \$7,021.38 None New Permit CNF110702 Updated Exhibits \$7,021.38 None None \$7,021.38 None None \$3000.00* (porch awning over |

*Indicates ball-park estimate

Holder Signature

Authorized Officer Signature

Date

19

Exhibit D.2

CY2014 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2014:

There is one Maintenance or Reconditioning project planned for Building #2015 for Calendar Year 2014 that would be completed by the Forest Service (Landlord). The project is to construct an awning over the back door entrance to the building, completed at request of WSP, and will be completed under contract. This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks | |
|--|-------------------|--|--|
| £ | | Work to be completed by Forest Service | |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service | |
| Subtotal – Direct Costs | \$1,000.00 | | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | | |
| Total Estimated Cost | \$1,070.00\$ | | |

^{*}Funds for these projects will be taken from the cooperative work fund account for longterm maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date

tinancial Plan

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2013 to September 30, 2014:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,549.00 | Includes 2 days salary for Robin Kaste (@ \$292/day) for snow removal and 1 days salary for Perry Byrd (@ \$305/day) for administration of grounds maintenance contracts funded under pool acct. Estimated annual cost of grounds maintenance contract is \$660. |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$5,430 | Includes 1 day salary for Teresa Anderson (@ \$247/day) for administration of janitorial contract. Annual cost of contract is \$4,840. Additional costs of: \$343 for one carpet cleaning; one strip & wax; and one window washing |
| HVAC Maintenance | \$ 700.00 | A TANK TO THE TANK TH |
| Fire Alarm Maintenance | \$ 250.00 | \$9 (4 |
| Utilities – Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 1,032.00 | Salary for 1 day salary for Perry Byrd (@ \$305/day) and 1 days salary for Doug Bladek (@ \$398/day) and 1 day for Jennifer Knutson (@ \$329/day) for facility inspections, coordination, and administration of contracts funded under building maintenance account. |
| Subtotal - Direct Costs | \$10,761.00 | |
| Forest Service Indirect Costs (7.0% of Direct Costs) | \$754.00 | |
| Total Estimated Cost ** | \$11,515.00 | u v |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2013 to 9/30/2014. WSP is the sole occupant of Building #2015.

Holder Signature

Dat

Authorized Officer Signature

Washington State Patroi:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2014 to September 30, 2015:

| Cost Element | Cost to GOV * | Remarks |
|--|---------------|--|
| Lawn Care/Snow Removal | \$ 1,494.00 | Includes 2 days salary for Robin Kaste (@ \$297/day) for snow removal. Estimated annual cost of grounds maintenance contract is \$900 (10% of total for the compound). |
| Garbage Service | \$ 600.00 | \$50/month |
| Janitorial Services | \$3,988.00 | Annual cost of contract is \$3,780. Additional costs of: \$208 for one carpet cleaning; one strip & wax; and one window washing |
| HVAC Maintenance | \$ 750.00 | |
| Fire Alarm Maintenance | \$ 250.00 | |
| Utilities - Sewer and Water | \$ 1,200.00 | @ \$100/month |
| Forest Service Personnel | \$ 411.00 | day salary for Doug Bladek (@ \$411/day for administration of contracts funded under building maintenance account. |
| Subtotal - Direct Costs | \$8,693.00 | |
| Forest Service Indirect Costs (8.0% of Direct Costs) | \$695.00 | |
| Total Estimated Cost *** | \$9,388.00 | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2014 to 9/30/2015. WSP is the sole occupant of Building #2015.

Holder Signature

Authorized Officer Signature

Date /

12-31-14

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2016 – DECEMBER 31, 2016

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| | K L | |
|----------------------|---|-----------------|
| O&MP Prepared by: // | andriver. | Date: 2/10/2016 |
| | Kamber Box | 1 |
| | Forest Facilities Engineer | |
| | <i>y</i> | |
| O&MP Prepared by: | Kaun Hoosun | Date: 2/10/2016 |
| | KAREN NOONEY | Date. |
| | Forest Special Use Permit Administrator | |
| Reviewed by: | ZM | Date: 2/4/16 |
| | CRAIG NEWMAN | |
| | Forest RELM Staff | |
| O&MP Reviewed by: | 13 Paulo | Date: 2/18/16 |
| | Sgt. Greg S. Riddell | |
| | Colville Detachment, WSP | |
| Approved by: | Rodya Sudden | Date: 02/19/16 |
| 8 12 | RODNEY D. SMOLDON | - 2 - 70 F |
| | Forest Supervisor | #1 51 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 01/2016

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

The tenant is responsible for preventative maintenance and damages that occur through negligence. The landlord is responsible for normal wear and tear on building and fixtures.

| 16 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|----------------|--|------------------|
| | Building Exterior | | | 0 44 |
| | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and moveable parts. | As needed | WSP owns the locks on exterior doors and will maintain and repair. | # 2 |
| | D. Check door tolerance | , × | | 15 |
| 2. | Inspect exterior doors & report operational problems to FS | As needed | | |
| | Roof | Œ. | 1 | |
| 1. | Check for obvious leaks. Notify landlord when they are identified. | As needed | * : 31 | |
| | Windows | | | |
| 1. | Check for broken glass. Notify Landlord when identified | As needed | | N |
| 2. | Look for water leakage and notify landlord when identified | As needed |) nur | |
| 3. | Check window locks to make sure they are functional. | As needed | WSP owns window locks and will repair. | av1 |
| | Signs | u garage | | |
| 1. | Check for fading. | As needed | 10 | 3 |
| 2. | Check for accuracy | As needed | Ж. | N. N. |
| 3. | Check for damaged or missing signs and repair or replace. | As needed year | | t. |

| | (| γιου: · απουσο πουσο πουσο πο | - | reconstruction of the second |
|-------|--|--|-----------------|------------------------------|
| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
| | Building Interior | | II 30 | |
| ı | Lighting | | | |
| 1. | Check lighting. Notify | As needed | | |
| 2,404 | landlord of major lighting | 110110000 | | 10) |
| | issues | | | NI NI |
| 2. | Change fluorescent tubes. | As needed | Lighting | |
| | Change madessem tables. | 1 to Hoodou | ballasts | 2 |
| | , a | 85 | replaced by | |
| 8 % | a 8 0 | 12 8 | WSP in 2015 | 8 4 1 1 |
| | Interior Ceiling | | W 01 III 2013 | |
| 1. | Check ceiling for stains or | As needed | | * |
| 1. | other damage. Notify | As necueu | | |
| | | · · · · · | a in | |
| - | Landlord for repair | | | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and | As needed/at | 9 | 2 |
| | marked | least once per | , , | 2: |
| | N. Carlotte and Ca | year | | |
| 2. | Check for open panel slots and | As needed/at | | |
| | notify landlord | least once per | | |
| | H | year | | |
| | Fire Extinguishers | | | 40 |
| 1. | Have mounted fire | Annually | FS conducts | |
| | extinguishers serviced. | | under contract | |
| 2. | Check mounted fire | At least once | . 8 | |
| 22 | extinguishers for usage. Report | per month | | |
| | if service is needed. | ř | | |
| | Interior Doors | | | , N |
| 1. | Interior door locks are owned | all v | WSP will | |
| | by WSP. | | maintain/repair | i ii |
| 2. | Notify Landlord if problems | As needed | 12 | |
| | occur with interior door | 8 | | ** |
| | alignment and hinges. | æ | 18 | |
| 9 | Hot Water Tank | | | |
| 1. | Ensure temperature is set | As needed/at | New tank | |
| | correctly at 125 degrees. | least once per | installed by FS | 5 E |
| | correctly at 125 degrees. | year · | in 2015 | |
| 2. | Inspect for leaks. | As needed | M1 2015 | |
| ۷٠ | Restrooms | As needed | | |
| 1 | | As needed | | |
| 1. | Monitor restroom toilet, sink | As needed | 0 % | |
| | and drains for proper function. | N N | , a m | |
| | Report problems to landlord. | | - | |
| | Miscellaneous | | | <u> </u> |
| 1. | Monitor for pests (e.g. insects | As needed/at | Professional | |
| | | L | extermination | 2 |

| and/or rodents) and eliminate | least-once per | would be | mananananika se e |
|-------------------------------|----------------|-------------------------------|-------------------|
| or control | year | responsibility of Landlord | 24 |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General - Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer. WSP should notify the permit administrator if janitorial services area not being performed in a satisfactory manner.

Payment for this work shall be made by Washington State Patrol under the <u>Routine Operations and Maintenance</u> billing. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds and Building

Preventive Maintenance, Including Annual Maintenance

| 8 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|----------------------------------|------------------|
| | Ground Maint General | 50 | V | 1 |
| 1. | Flush fire hydrant. | Annually | Conducted by City of Colville | 1 10 |
| 2. | Mow lawn. | As needed to keep a well-kept appearance | 8 | |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | 13 | |
| 4. | Water lawn. | As needed | 2 | |
| 5. | Weed control. | As needed/at least once per year | | ė. |
| 6. | Trim trees/shrubs. | As needed for site security | | #7 & S |
| 7. | Snow Removal | As needed | to | |
| 8. | Sanitation – garbage pick up | Weekly | 4 101.0110 30000 000 | 35 |
| | Building Exterior | 1228 | , a | |
| * | Exterior Lighting | | | |
| 1. | Replace bulbs | As needed | | |
| 2. | Test photocells and time clock, replace as needed. | As needed | | |

| 10 1 (4) | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-------------|---|----------------|--|---------------------------------------|
| 3. | Note other repairs or replacement needed. | As needed | M SI D | |
| 10 | Exterior doors: | | | |
| 1. | Check caulking and weather stripping. | As needed | fine . | |
| 2. | Check, adjust, and lubricate door closures. | As needed | × | |
| 3. | Adjust and tighten hinges and strikes. | As needed | 21 | - N H |
| 4. | Note other repairs or replacement needed. | As needed | 0 | |
| | Building Roof | 33 mg = 3 | | - |
| 1. | Check vents or roof mounted equipment that may need caulking. | As needed | W a | |
| 2. | Check flashing and repair as needed. | As needed | = 8 1/2 | 940 |
| 3. | Clean roof and caulk. | As needed | | |
| 2 | Windows | 13 | 0: 7/ | 3 |
| 1. | Repair or replace broken panes | As needed | No. | |
| 2. | Seal/Repair leaking windows. | As needed | · | 1 |
| | Building Interior | | The second secon | 30 |
| | Restrooms | | | |
| 1. | Test all toilets for leaks and | As needed | 9 | |
| 1. | tank mechanism for proper operation. | /annually | 30 2 | · · · · · · · · · · · · · · · · · · · |
| 2. | Check Sloan valves for leaks | As needed | 3 | |
| | and proper operation. | /annually | | |
| 3. | Check toilet seats for tightness, | As needed | 3 | |
| 19 | condition and repair. | /annually | | 20 |
| 4. | Check sinks for leaks (supply | As needed | | |
| III 30 | lines, p-traps, and faucet washers). | /annually | 5 N A | en en |
| | Hot Water Tank | | A CONTRACTOR OF THE PARTY OF TH | |
| 1. | Verify temperature is set to 125 degrees. Check for leaks | Every 2 years. | State LCI inspection | |
| 2. | Check pressure relief valve for proper operation. | Every 2 years | State LCI inspection | <u> </u> |
| | Fire Alarm/Extinguisher | | Post Control of Contro | |
| 1. | Inspection/testing. | Annually | , , | |
| 2. | Perform annual service on mounted fire extinguishers | Annually | 5 | II. |

| i sabilime | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|------------|--|---------------|---|---------------------------------------|
| | HVAC | 8 | | × |
| 1. | Check with operations personnel. | Semi-Annually | | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed | | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed | 5 W 545 | # # # # # # # # # # # # # # # # # # # |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed | 5 . W | 8 % U % |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed | an and an an an an an an an an an an an an an | 14 E |
| 6 | Check compressor for icing and fusible links. | As needed | 5. | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed | | 3 |
| 8. | Check and replace filters. | As needed | | |
| 9. | Check and clean air handler and condenser coils. | As needed | 14 | |
| 10 | Note other repairs or replacements needed. | As needed | 3 2 | 5 |
| DAWEST ST | Electrical Panels | | i i | " |
| 1. | Ensure covers are on and marked. | As needed | * | |
| 2. | Ensure panel directory is upto-date. | As needed | 2 | 9. |
| | a e | | | e |

Deferred Maintenance

| 2 | ITEM | FREQUENCY | REMARKS | DATE ACCOM/COOR |
|----|------|-----------|---------|--------------------|
| 1. | | | | 2400 |

WSP CONTRACT #C110528GSC Amd 9

Auth ID: THR110702 FS-2700-23 (v. 10/09) Contact ID: CNF1107 OMB No. 0596-0082 Use Code: 352 U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR SPECIAL-USE AUTHORIZATION Amendment #2 This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON STATE PATROL on 01/11/2011 which is hereby amended as follows: To amend the permit expiration date to 12/31/2016. All other terms and conditions remain the same. This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment. USDA FOREST SERVICE WASHINGTON STATE PATROL Holder Name RODNEY D. SMOLDON

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information

Date

Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2016

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | cost | Date | Cost |
|--------------------------|----------|------|------------|--|
| | | 2 | | |
| | · | | - | Si Si Si Si Si Si Si Si Si Si Si Si Si S |
| 6 | | TV | | : .x |
| 1 | 1 | | | a |
| Signed: Malant Mala | 7 | | 3/17/16 | © @ |
| Holder or Holder's Agent | | | Date / | |
| Signed: Rolla Suddu | | 9.80 | 03/22/2016 | |
| Authorized Officer | 34 | W 55 | Date | |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

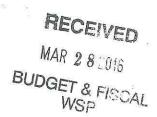


Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2015/16 through December 31, 2015/16

CY2015/16 G-T Fee Calculation

The calculations below are for calendar year 2015/16. Fees for long-term maintenance and reconditioning were not billed to WSP in calendar year 2015. Amount due in 2016 will include 2015 fees. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2015/16.

| Calendar Year | Building Number | Capitalized Value | Annual Fee @ 6% | G-T Fee Offset | Calculated Fees Due for CY 2015 and 2016 |
|------------------|--------------------|-------------------|--------------------|-------------------|--|
| 2015 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| 2016 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| 2016 | Total Amt. Due | 0 | | | \$14,042.76 |

<u>G-T Fee Collection/Expenditure History</u>
The following information is summarized here to assist in activity tracking. Funds collected under this CY 2015/16 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future long-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|--|--------------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 Updated Exhibits | \$7,021.38 | None | None |
| 2013 | Billed | \$7,021.00 | None | None |
| 2014* | Billed | \$7,021.00 | None | None |
| 2015** | | \$0.00 | None | \$3,694.36 |
| 2016 | Billed | \$14,072.76 (pending) | None | None |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015 **2015 Bill for Collection not prepared by USFS inadvertently. Amount is due in 2016.

Holder Signature

Authorized Officer Signature

Exhibit D.2

CY2015/16 Financial Plan For the COLLECTION AGREEMENT For

Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2015/16:

There are no Maintenance or Reconditioning projects planned for Building #2015 for Calendar Year 2015/16 that would be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| e : | | Work to be completed by Forest Service |
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal - Direct Costs | \$1,000.00 | |
| FS Indirect Costs (7.0 % of Direct Costs) | \$70.00 | e a |
| Total Estimated Cost | \$1,070.00\$ | |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

Authorized Officer Signature

Date/

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2015 to September 30, 2016:

| Cost Element | Cost to GOV * | Remarks |
|----------------------------------|------------------|--|
| Lawn Care/Snow | \$1,674.00 | Robin Kaste salary - snow removal (2 days @ \$348/day); |
| Removal | | Perry Byrd salary - ground maintenance contract administration funded under pool account (1 days @ \$318/day); |
| х | N . | Estimated annual cost of ground maintenance contract is \$660 (10% of total compound) |
| Garbage Service | \$300,00 | \$25/month |
| Janitorial Services | \$4,058.00 | Annual cost of janitorial contract is \$3,844. Additional \$214 for 1 carpet cleaning; 1 strip & wax; and 1 window washing |
| HVAC Maintenance | \$383.00 | Dave Lent salary - HVAC checks and filter changes (1 day @ \$283/day) Filters |
| Fire Alarm Maintenance | \$100.00 | |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company |
| Utilities – Sewer and Water | \$1,200.00 | @ \$100/month |
| Forest Service Personnel | \$4,128.00 | Perry Byrd salary - coordination and adminstration of contracts funded under building mainteannce account (1 days @ \$318/day) |
| | | Dave Lent salary - minor facility mainteannce spring/fall (2 day @ \$283/day) |
| | | Kamber Box salary - facility inspections (2 days @ \$336/day) |
| | | Camie Lindemann salary - adminstration suport of SUP (2 days @ \$301/day) |
| | | Karen Nooney salary - administration of SUP (5 days @ \$394/day) |
| Subtotal - Direct Costs | \$11,843.00 | g 36 |
| Forest Service Indirect Costs | \$829.01 | (7% of Direct Cost) |
| Total Estimated Cost | \$12,672.01 | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| ** Estimated cost to the Forest Service for each task during the | period 10/1/2015 to 9 | /30/2016. Washington State |
|--|-----------------------|----------------------------|
| Patrol is the sole occupant of Building #2015. | 1 | 1 |
| 11/1/2011 | / // | / |

Holder Signature

Authorized Officer Signature

65/2016

WASHINGTON STATE PATROL

SPECIAL USE PERMIT Authorization No. CNF110702 Permit Number: THR110702

OPERATIONS AND MAINTENANCE PLAN JANUARY 1, 2017 – DECEMBER 31, 2017

Administered by:

Colville National Forest R6- Pacific Northwest Region U.S.D.A. Forest Service

| O&MP Prepared by: | Kamber Box Forest Facilities Engineer | Date: | 1-27-17 |
|-------------------|--|-------|---------|
| O&MP Prepared by: | KAREN NOONEY Forest Special Use Permit Administrator | Date: | 1-26-17 |
| Reviewed by: | CRAIG NEWMAN Førest RELM Staff | Date: | 1/31/17 |
| O&MP Reviewed by: | Sgt. Greg S. Riddell | Date: | 2-1-17 |
| Approved by: | RODNEY D. SMOLDON Forest Supervisor | Date: | 2/8/17 |

OPERATION AND MAINTENANCE PLAN

BUILDING #2015 01/2017

I. TENANT MAINTENANCE

Preventative Maintenance, Including Annual Maintenance

The tenant is responsible for preventative maintenance and damages that occur through negligence. The landlord is responsible for normal wear and tear on building and fixtures.

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|---|----------------|--|------------------|
| W | Building Exterior | | | |
| 14 | Exterior Doors | | | |
| 1. | Inspect and lubricate all door locks: A. Replace worn cores when possible, otherwise note for replacement. B. Repair or tighten all screws. C. Lubricate cores and moveable parts. | As needed | WSP owns the locks on exterior doors and will maintain and repair. | 25 |
| 10 | D. Check door tolerance | 9 | | |
| 2. | Inspect exterior doors & report operational problems to FS | As needed | 8 | |
| | Roof | | | |
| 1. | Check for obvious leaks. Notify landlord when they are identified. | As needed | je | |
| | Windows | | | |
| 1. | Check for broken glass. Notify Landlord when identified | As needed | | 5 |
| 2. | Look for water leakage and notify landlord when identified | As needed | \$5. QC | 28 |
| 3. | Check window locks to make sure they are functional. | As needed | WSP owns window locks and will repair. | |
| | Signs | | | 70 |
| 1. | Check for fading. | As needed | A | |
| 2. | Check for accuracy | As needed | 14-0 | NA DE |
| 3. | Check for damaged or missing signs and repair or replace. | As needed year | | |
| | | | | |

| 6 | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|--|--|------------------|
| | Building Interior | | | |
| | Lighting | | pt. | |
| 1. | Check lighting. Notify landlord of major lighting issues | As needed | | 9 |
| 2. | Change fluorescent tubes. | As needed | | 30 |
| | Interior Ceiling | | P P | |
| 1. | Check ceiling for stains or other damage. Notify Landlord for repair | As needed | | at . |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked | As needed/at least once per year | | |
| 2. | Check for open panel slots and notify landlord | As needed/at least once per year | 9 | |
| | Fire Extinguishers | | × 1 | |
| 1. | Have mounted fire extinguishers serviced. | Annually | FS conducts under contract | |
| 2. | Check mounted fire extinguishers for usage. Report if service is needed. | At least once per month | | E: 00 |
| | Interior Doors | N A | * | |
| 1. | Interior door locks are owned by WSP. | | WSP will maintain/repair | (t |
| 2. | Notify Landlord if problems occur with interior door alignment and hinges. | As needed | > | |
| | Hot Water Tank | 1 17. | | |
| 1. | Ensure temperature is set correctly at 125 degrees. | As needed/at least once per year | 4 | 2 2 |
| 2. | Inspect for leaks. | As needed | | |
| | Restrooms | | | # |
| 1. | Monitor restroom toilet, sink and drains for proper function. Report problems to landlord. | As needed | | e te |
| | Miscellaneous | | | 9 U |
| 1. | Monitor for pests (e.g. insects and/or rodents) and eliminate or control | As needed/at least once per year | Professional extermination would be responsibility of Landlord | |

II. REIMBURSIBLE LANDLORD MAINTENANCE

General - Operations

Janitorial work shall be done to ensure a clean and healthy work environment. Work will be monitored periodically by the Forest Service permit administrator and facility engineer. WSP should notify the permit administrator if janitorial services area not being performed in a satisfactory manner.

Payment for this work shall be made by Washington State Patrol under the <u>Routine Operations and Maintenance</u> billing. In accordance with a signed collection agreement, funds will be deposited into an account from which the Forest Service will be authorized to pay contractors and specified Forest Service personnel. Payment for this work is separate and will not be in lieu of any permit fees.

Grounds and Building

Preventive Maintenance, Including Annual Maintenance

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|---|--|------------------|
| | Ground Maint General | 8 | | |
| 1. | Flush fire hydrant. | Annually | Conducted by City of Colville | 2 |
| 2. | Mow lawn. | As needed to keep a well- kept appearance | New landscape design and implementation in 2017 | ÷ |
| 3. | Litter pickup/policing. | Weekly to keep a clean site | in o | |
| 4. | Water lawn. | As needed | | · · · · · · |
| 5. | Weed control. | As needed/at least once per year | | |
| 6. | Trim trees/shrubs. | As needed for site security | ** | e II |
| 7. | Snow Removal | As needed | | |
| 8. | Sanitation – garbage pick up | Weekly | | |
| 7 | Building Exterior | · / · · · | New Exterior wood façade in 2017 | 8 |
| | Exterior Lighting | | | |
| 1. | Replace bulbs | As needed | | |
| 2. | Test photocells and time clock, replace as needed. | As needed | × | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|-------|---|---------------------|--|------------------|
| 3. | Note other repairs or replacement needed. | As needed | New LED lights in 2017 | 22 |
| | Exterior doors: | 11 | 6 | |
| 1. | Check caulking and weather stripping. | As needed | 2 | 9 |
| 2. | Check, adjust, and lubricate door closures. | As needed | | |
| 3. | Adjust and tighten hinges and strikes. | As needed | | * |
| 4. | Note other repairs or replacement needed. | As needed | 8 | |
| Festi | Building Roof | | | |
| 1. | Check vents or roof mounted equipment that may need caulking. | As needed | | 20 |
| 2. | Check flashing and repair as needed. | As needed | | |
| 3. | Clean roof and caulk. | As needed | | |
| | Windows | | | W |
| 1. | Repair or replace broken panes | As needed | Replacement of picture windows in 2017 | > |
| 2. | Seal/Repair leaking windows. | As needed | | |
| | Building Interior | 14 | | |
| | Restrooms | | | |
| 1. | Test all toilets for leaks and tank mechanism for proper operation. | As needed /annually | Remodel bathroom in 2017 | |
| 2. | Check Sloan valves for leaks and proper operation. | As needed /annually | | c |
| 3. | Check toilet seats for tightness, condition and repair. | As needed /annually | | |
| 4. | Check sinks for leaks (supply lines, p-traps, and faucet washers). | As needed /annually | e e | я |
| | Hot Water Tank | | a | 10 |
| 1. | Verify temperature is set to 125 degrees. Check for leaks | Every 2 years | State LCI inspection | |
| 2. | Check pressure relief valve for proper operation. | Every 2 years | State LCI inspection | |
| | Fire Alarm/Extinguisher | | | |
| 1. | Inspection/testing. | Annually | | |

| | ITEM | FREQUENCY | REMARKS | DATE ACC/COOR |
|----|--|---------------|---|------------------|
| 2. | Perform annual service on mounted fire extinguishers | Annually | | D. |
| | HVAC | | | |
| 1. | Check with operations personnel. | Semi-Annually | ₩ N | |
| 2. | Check unit belts for wear and tension, repair as needed. | As needed | п | |
| 3. | Lubricate bearing and grease fitting as needed. | As needed | 33 | |
| 4. | Check for obvious electrical problems; burned wires, loose wires, corroded contacts. | As needed | | |
| 5. | If applicable: check couplers and motor mounts on circulation pumps. | As needed | 8 | W 1 |
| 6. | Check compressor for icing and fusible links. | As needed | | |
| 7. | Inspect unit for worn or broken parts and repair as needed. | As needed | | Üi es |
| 8. | Check and replace filters. | As needed | | |
| 9. | Check and clean air handler and condenser coils. | As needed | 2 | Ø . |
| 10 | Note other repairs or replacements needed. | As needed | New HVAC controls in 2017 | |
| | Electrical Panels | | | |
| 1. | Ensure covers are on and marked. | As needed | | |
| 2. | Ensure panel directory is upto-date. | As needed | × | |
| | Interior Lights | ^ | | |
| 1. | Interior overhead lights | 6 8 W1 | New interior LED lighting in 2017 | × |
| | Other | | W | |
| 1. | New sidewalk construction | | Potentially 2017 | |

Deferred Maintenance

| | | | | DATE |
|----|------|-----------|---------|------------|
| | ITEM | FREQUENCY | REMARKS | ACCOM/COOR |
| 1. | | | | |

FEB 1 3 2017
SUDGET & FISCAL

Auth ID: THR110702 Contact ID: CNF1107

Use Code: 352

FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 3

This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON, STATE OF, PATROL on 01/11/2011 which is hereby amended as follows:

To amend the permit expiration date to 12/31/2017. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions NA to NA attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|--|--|
| Maderal & Mala | · Rody W. Sudden |
| | |
| Holder Name Coboot Williams Holder Name | RODNEY D. SMOLDON |
| Holder Title | Forest Supervisor |
| > M M D D D D D D D D D D D D D D D D D | •••••••••••••••••••••••••••••••••••••• |
| Date 10/26/16 | Date 11/01/2016 |
| | |

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

RECEIVED

WSP Contract #C110528GSC-12 OCT 2 4 2016

BUDGET & FISCAL

WSP

NOV 0 9 2016
BUDGET & FISCAL
WSP

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2016 to September 30, 2017:

| Cost Element | Cost to GOV * | Remarks |
|---|------------------|--|
| Lawn Care/Snow | \$2,400.00 | Robin Kaste salary - snow removal (2 days @ \$325/day); |
| Removal ** | | FS Personel salary - ground maintenance care & watering by FS personel 1/8 day/week (5 days @ \$350/day); |
| Cost Element GON Lawn Care/Snow \$2,4 Removal ** Garbage Service \$3 | | \$25/month (Apx. 9% of total compound) |
| Janitorial Services | \$4,095.00 | Annual cost of janitorial contract is \$3,875. Additional \$220 for 1 carpet cleaning; 1 strip & wax; and 1 window washing |
| HVAC Maintenance | \$348.00 | Dave Lent salary - HVAC checks and filter changes (1 day @ \$248/day) Filters (\$100/yr) |
| Fire Alarm Maintenance/ Inspection | \$100.00 | For building annual inspection. |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company |
| Utilities – Sewer and Water | \$1,200.00 | @ \$100/month (Apx. 1% of compound) |
| Forest Service Personnel | \$4,048.00 | Wendy Zoodsma salary - coordination and adminstration of Janitorial contract (1 days @ \$196/day) |
| | | Dave Lent salary - minor facility mainteannce spring/fall (2 day @ \$248/day) |
| | | Kamber Box salary - facility inspections (2 days @ \$343/day) |
| 8 | | Camie Lindemann salary - adminstration suport of SUP (2 days @ \$305/day) |
| | i. | Karen Nooney salary - administration of SUP (5 days @ \$412/day) |
| Subtotal – Direct Costs | \$12,491.00 | |
| Forest Service Indirect Costs | \$999.28 | (8% of Direct Cost) |
| Total Estimated Cost | \$13,490.28 | и |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

| *** | Estimated cost to the Forest Service for each tas | k during the period | 10/1/2016 to 9/30/2017 | . Washington State |
|-----|---|---------------------|------------------------|--------------------|
| Pat | rol is the sole occupant of Building #2015/ | 2 82 8 | 1 | |

Holder Signature

Rodney Smolde

Authorized Officer Signature

Forest Supervisor

Date

^{**}The Forest Service is planning to have a xeroscape design done to implement next year to be more sustainable and redue lawn care maintenance. When deisgn is done and installation begins, the remaining cost associated with FS Personnel sallery will go towards installtion.

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID THR110702 Contact ID CNF1107 Expiration 12/31/2017

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d

<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by **WASHINGTON STATE PATROL** (the Holder) and the U.S. Department of Agriculture, Forest Service, **COLVILLE** National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on **JANUARY 11, 2011** (the permit).

The total estimated annual permit fee is \$7,021.38. One hundred (100) percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, one hundred (100) percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

| Description of Project | Due Date | cost | Date | Cost | |
|---|----------|------|-----------------|--------|---|
| | | E C | | 9 8 | |
| | | | el . | | |
| | | | e: | | ń |
| | | Vo. | (i) (i) | | |
| Signed: Man Mysserie Holder or Holder's Agent | | | 2/33/17 Date | * N.W. | |
| Signed: Tolyo Suddu RODNEY D. SMOLDON | 5 | | 03/06/17 | | |
| Forest Supervisor | | | Date | | |

Actual

Estimated

Completion

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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FEB 1 3 2017
BUDGET & FISCAL
WSP

Exhibit D.1 Granger-Thye Fee Calculations For Special Use Permit #CNF110702

For the period of January 1, 2017 through December 31, 2017

CY2017 G-T Fee Calculation

The calculations below are for calendar year 2017. This exhibit will be revised annually to reflect current conditions.

Reference: FSM 2725.13 and FSH 2709.11 Chapter 30.

The Granger-Thye (G-T) fee is six (6) percent of the value of the improvement (Building #2015).

The appraised value of Building #2015 is \$117,023.00. The annual G-T fee is \$7,021.38.

In accordance with Clause VI.F.1 of Appendix A of the special use permit held by Washington State Patrol for use of Building #2015 (CNF110701), a Granger-Thye Fee Offset Agreement is in place (Appendix B of the permit) which identifies no work to be completed in lieu of cash payment in 2017.

| Calendar | Building | Capitalized | Annual Fee | G-T Fee | Calculated Fees |
|----------|------------|------------------------|------------|---------|-----------------|
| Year | Number | Value | @ 6% | Offset | Due for CY17 |
| 2017 | #2015 | \$117,023.00 | \$7,021.38 | \$0.00 | \$7,021.38 |
| | Total Amt. | Barrier SyryAS Herrier | 1 | W | |
| | Due | | | | \$7,021.38 |

G-T Fee Collection/Expenditure History

The following information is summarized here to assist in activity tracking. Funds collected under this CY 2017 Financial Project Work Plan will be held in a cooperative work fund account, along with funds collected in prior years, for application towards future Iong-term maintenance and reconditioning projects (see summary table below).

G-T Fee Collections/Proposed Expenditures for Long-Term Maintenance and Reconditioning of Building #2015:

| Calendar Year | Agreement Action | G-T Fees Collected | Proposed Expenditures | Actual Expenditures |
|------------------|----------------------------|-----------------------|--------------------------|---------------------|
| 2006 | CO #06-CO- 11062100-064 | \$666.00 | None | None |
| 2007 | Mod #1 | \$7,021.00 | None | None |
| 2008 | Mod #2 | \$7,021.00 | \$1,080.00 | \$287.14 |
| 2009/2010 | Amend #2 | \$7,021.38 | \$4,847.00 | \$2,988.00 |
| 2011 | Updated Exhibits | \$7,021.38 | \$1,080.00 | None |
| 2012 | New Permit CNF110702 | \$7,021.38 | None | None |

| | Updated Exhibits | 10. | ei . | |
|--------|---|-------------|---|---|
| 2013 | Billed | \$7,021.00 | None | None |
| 2014* | Billed | \$7,021.00 | None | None |
| 2015** | | \$0.00 | None | \$3,694.36 |
| 2016 | Billed | \$14,072.76 | None | \$1,041.09 - |
| | a « | | 2 2 | agreement mgmt., electrical box marking |
| 2017 | Update Exhibits – work on New Permit | \$7,021.38 | \$38,000 Replace picture windows, exterior wood façade. Repaint exterior | e . |
| | | | trim. New landscape design and implementation. Remodel | ° = |
| | | | bathroom. New exterior lights; new interior and exterior LED lights, New HVAC controls, potential | D D |
| | | 9 , | sidewalk construction | |

*Bill for Collection delayed by ASC. WSP paid 2014 Bill for Collection in 2015 **2015 paid in 2016.

RODNEY D. SMOLDON

Forest Supervisor

Exhibit D.2

CY2017 Financial Plan For the COLLECTION AGREEMENT For Special Use Permit #THR110702 between the Colville National Forest and Washington State Patrol

Estimated Costs for Maintenance and Reconditioning of Building #2015 for Calendar Year 2017:

There are numerous Maintenance and/or Reconditioning projects planned for Building #2015 for Calendar Year 2017 to be completed by the Forest Service (Landlord). This Financial Work Plan authorizes up to \$1,000.00 to be spent for emergency repairs to the building.

| Cost Element | WSP Contribution* | Remarks |
|--|-------------------|--|
| Emergency Building Repairs | \$1,000.00 | Work to be completed by Forest Service |
| Subtotal – Direct Costs | \$1,000.00 | |
| FS Indirect Costs (8.0 % of Direct Costs) | \$70.00 | |
| Total Estimated Cost | \$1,070.00\$ | × , × |

^{*}Funds for these projects will be taken from the cooperative work fund account for long-term maintenance and reconditioning established under this agreement.

This exhibit will be revised annually.

Holder Signature

RODNEÝ D. SMOLDON

Forest Supervisor

)/22// Date

Auth ID: THR110702 Contact ID: CNF1107 Use Code: 352 FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE AMENDMENT FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 4

This amendment is attached to and made a part of the THR110702 special use authorization for Office Building #2015 issued to WASHINGTON, STATE OF, PATROL on 01/11/2011 which is hereby amended as follows:

To amend the permit expiration date to 12/31/2018. All other terms and conditions remain the same.

This Amendment is accepted subject to the conditions set forth herein, and to conditions NA to NA attached hereto and made a part of this Amendment.

| WASHINGTON STATE PATROL | USDA FOREST SERVICE |
|-------------------------|---------------------|
| flex out I Maly | Radia Gudden |
| Holder Name | RODNEY D. SMOLDON |
| ROBERT MALL | y c |
| Holder Title | Forest Supervisor |
| CRO | ∞ p |
| Date / / | Date |
| 12/0/17 | 12/10/2017 |

Approval as to form

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Washington State Patrol:

Estimated Costs for Routine Operation and Maintenance of Building #2015 and Associated Grounds for the period October 1, 2017 to September 30, 2018:

| Cost Element | Cost to GOV * | Remarks |
|----------------------------------|------------------|--|
| Lawn Care/Snow | \$3,742.00 | Road Maintenance - Snow removal (5 days @ \$332/day); |
| Removal ** | | Ground maintenance - Care & watering (1/8 day/week-5 days @ \$400/day) |
| | | Ground maintenance - Supplies (Appx. 9% of salt, parking lot cleaning) |
| Garbage Service | \$300.00 | \$25/month (Apx. 9% of total compound) |
| Janitorial Services | \$2.200.00 | Weekly cleaning cost |
| Janitonal Services | \$2,390.00 | Additional cleaning (1 carpet cleaning, 1 strip/wax, & 1 window washing) |
| HVAC Maintenance | \$354.00 | HVAC checks and filter changes (1 day @ \$254/day) |
| HVAC Maintenance | \$354.00 | Filters (\$100/yr) |
| Fire Alarm Maintenance/ | \$100.00 | Annual fire extinguisher inspections (billed direct) |
| Inspection | \$100.00 | Annual inspection done by contract |
| Utilities – Electricity | \$0.00 | Paid by Tenent directly to Electrical Company |
| Utilities – Sewer/Water | \$1,200.00 | \$100/month (Appx. 13% of compound) |
| Forest Service | \$4,775.00 | Coordination and administration of Janitorial contracts (2 days @ \$218/day) |
| Personnel | , | Minor facility maintenance (2 days @ \$254/day) |
| | | Facility inspections (2 days @ \$607/day) |
| | | Special Use Support - administration support of SUP (3 days @ \$315/day) |
| | | Special Uses - administration of SUP (4 days @ \$418/day) |
| Subtotal – Direct Costs | \$12,861.00 | |
| Forest Service Indirect Costs | \$1,028.88 | (8% of Direct Cost) |
| | | |
| Total Estimated Cost *** | \$13,889.88 | |

^{*} This estimate is based on best information available at the time that this Financial Project Work Plan was developed. A calculation breakdown of the above costs is available in the agreement file.

** Estimated cost to the Forest Service for each task during the period 10/1/2017 to 9/30/2018. Washington State Patrol is the sole occupant of Building #2015.

Holder Signature

Authorized Officer Signature

JAY INSLEE Governor



STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO BOX 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

April 2, 2013

Lieutenant Steve Crown Department of Fish and Wildlife Enforcement Program 600 Capitol Way N. Olympia, WA 98501

Dear Lieutenant Crown:

Subject: WSP Agreement No. C120040GSC, Radio Communications Agreement

Enclosed are two originals of the referenced amended agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed and dated these originals, please return all originals to me at the following address:

Budget and Fiscal Services Washington State Patrol PO Box 42602 Olympia, WA 98504-2602

One fully executed original will be returned to you for your records. The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding the agreement. If you need further assistance, please contact me at terri.johnson@wsp.wa.gov or (360) 596-4063.

Sincerely,

Ms. Terri L. Johnson, Contract Specialist

Budget and Fiscal Services

You'd Tohnson

tlj Enclosures



Budget ar Fiscal Services Contract Notic tion Form TAS __/_ ☐ Billable under \$10,000 ☐ Payable Other: ⊠ Billable over \$10.000 WSP Contract Number Other Contract Number A/R Number C120040GSC (1) Contract End Date Contract Start Date CFDA No. **OFSR** ☐Yes ☐No 07/01/2011 06/30/2015 Contract Title RADIO COMMUNICATIONS Contractor Name Contractor EIN/SSN DEPARTMENT OF FISH AND WILDLIFE Contractor Contact Address 600 CAPITOL WAY N.. OLYMPIA WA 98501 Contractor Contact Name Contractor Contact Phone BFS Contracts Specialist Name JANICE JACKSON 360-902-2444 TERRI JOHNSON Contractor E-Mail Address BFS Fiscal Analyst Name Contractor Contact Fax janice.jackson@dfw.wa.gov 360-902-2941 **TERESA MORGAN** WSP Section/Division/Bureau BFS Budget Analyst Name WSP Project Manager/Position No. SHAWN ECKHART MARK LAYHEW/BOB SCHWENT COM/ESD AMD EXTENDS 2 YEARS WITH NEW RATE. RADIO DISPATCHING: \$400 PER MONTH FOR 1ST 150 TRANSACTIONS. THEN \$2.78 PER CALL UP TO 4,999 TRANSACTIONS. THEN \$2.50 FOR 5,000 OR MORE TRANSACTIONS PER MONTH. COMMUNICATION TRAINING: ACTUAL SALARIES/BENEFITS, MILEAGE AND INDIRECT. BILLABLE CODE IS FOR COM DIV. TRAINING SERVICES ONLY; ESD WORK REPORTED THROUGH ACTIVITY CODE 2320 IN TAS BEGINNING 7/1/2013 RATE CHANGES TO \$59.92 REGULAR/\$86.76 OVERTIME PER HOUR. Position Signature and Date Contract Amount Previous \$0 Grants and Contracts Manager Contract Amount Allot: Yes No Amendment \$0 **Budget Manager** Unanticipated Receipt: Yes No Amount Revised Total **BFS** Administrator \$0 Amount **Accounting Manager** Sub/ Revenue Code Percent/ Account Master Index FA PI Project subsub Major Source Billable Code Major Amount Code Sub Source Object Group 0000RC1P 081 030 00390 RC1P RC1P COM DIV **FSD ESD380** Billable Contracts Only ΠNo Regular Time X Yes Special Rules: Overtime X Yes □ No Voluntary Overtime Yes ⊠ No Mileage ✓ Yes □ No ☐ Yes ⊠ No Positions hard-coded to contract: Yes ⊠ No Allow Leave Captain Overtime Yes ⋈ No Indirect Costs X Yes No Rate: Limit By Org Code ✓ Yes ☐ No Primary Org Code: ⊠ Yes □ No Other Org Codes: External Contract Type of Receipt: Revenue Recovery of Expenditure Distribution: Project Manager ⊠Budget Analyst Other:

300-365-522 (R 7/09)

Page 1 of 1

WASHINGTON STATE PATROL COMMUNICATIONS DIVISION RADIO COMMUNICATIONS AGREEMENT AMENDMENT 1

The above-referenced agreement between the Washington State Patrol and the Department of Fish and Wildlife (Purchaser) is hereby amended as follows:

- Page 1, Agreement End Date, is revised to extend this Agreement through June 30, 2015.
- This Amendment is effective on July 1, 2013. b.
- C. Paragraph 2.C. Fees for Services, is amended to read:
 - "(1) Dispatch Services: The Purchaser shall reimburse WSP at a flat rate of \$400 per month that includes no additional charges up to 150 transactions made through WSP radio dispatch. Beginning July 1, 2013, WSP shall charge \$2.78 for each transaction over the 150 transactions per month up to 4,999 transmissions. If the Purchaser makes 5,000 or more transactions through WSP radio dispatch per month, they will be given a 10% discount and charged \$2.50 per transaction."

WSP shall provide the Purchaser a 5% credit calculated against the total cost of each monthly invoice to compensate for Purchaser officer support of WSP traffic related activities.

- "(3) Radio Repair/Installation /Removal: For radio installation, removal and repair services the Purchaser shall reimburse WSP for:
- \$59.92 per hour for regular time; or \$86.76 for overtime for services provided.
- The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Purchaser locations, plus indirect costs at "WSP's current approved indirect rate."

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

| DEPARTMENT OF FISH AND WILDLIFE Signature Date Jeffrey R. Hygdahl | FOR THE WASHINGTON STATE PATROL 5/24/3 Signature Date |
|--|---|
| Contracts and Purchasing Manager Printed Name and Title | Chief John R. Batiste |
| WSP Radio Communications Amendme | nt Page 1 of 1 |

| | | WSP Contract No. | | |
|--|----------------------|---|--|--|
| WASHINGTON STATE | | C120040GSC | | |
| Communications Div | vision | Other Contract No. | | |
| Radio Communications A | Agreement | Other Contract No. | | |
| This Agreement is between the Stat | e of Washington, Was | shington State Patrol | and the Purchaser identified below. | |
| PURCHASER NAME | | 10. | 9 | |
| Department of Fish and Wildlif | e | | | |
| Purchaser Location Address | | Purchaser Billing Add | dress (if different from location address) | |
| Enforcement Program | | ¥ | | |
| 600 Capitol Way N. | | | * a | |
| Olympia WA 98501 | | | и — | |
| Purchaser Contact Name | | Purchaser Contact T | | |
| Lieutenant John McIntosh Steve | e Crown | (360) 902-2346 | | |
| Purchaser Contact Fax | / | Purchaser Contact E | | |
| (360) 902- 2156 2155 | Steven.com | John.McIntosh@df | fw.wa.gov | |
| | WSP Contact | | | |
| WSP Project Manager Name and Title | | WSP Project Manager Address | | |
| Mr. Mark Layhew | | WSP Communications Division | | |
| Communications Division Administr | ator | PO Box 42621, Olympia WA 98504-2621 | | |
| Telephone | Fax | E-mail Address | | |
| (360) 704-2280 | (360) 704-2287 | | | |
| WSP Administrative Contact Name and | d Title | WSP Administrative Contact Address | | |
| Mr. Jeff Hugdahl | | PO Box 42602 | | |
| Grants and Contracts Manager | 1 0.0 | Olympia WA 98504-2602 | | |
| Telephone | Fax | E-mail Address | | |
| (360) 596-4052 | (360) 596-4078 | /8 jeff.hugdahl@wsp.wa.gov | | |
| Agreement Start Date | Agreement End Dat | | Agreement Amount | |
| 7/1/2011 | 6/30/2013 | .ee | See Statement of Work | |
| L | | ions and any other | documents incorporated by reference, | |
| | | | derstandings or representations, oral or | |
| | | | exist or bind the parties. The parties | |
| | | | d have the authority to enter into this | |
| Agreement. | | | | |
| FOR THE WASHINGTON STATE PAT | ROL: | FOR THE PURCHASER: | | |
| WSP Signature | Date | Purchaser Signatur | re / Date | |
| VIA | 6-1-11 | Tu 2 5/2/11 | | |
| Printed Name and Title | 7 | Printed Name and | Title | |
| John R. Batiste, Chief David J. Karnitz, Deouty C | · C | The second control of the second control of | Lee Rolle | |
| David J. Karnitz, Deouty C | niet | Chief Financial Officer | | |

APPROVED AS'TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 5/3/2007

1. **Purpose.** WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Purchaser.

2. Statement of Work.

- a. <u>Description of Service</u>. WSP shall provide radio dispatch services on assigned radio frequencies to the Purchaser. The Purchaser shall use WSP communications procedures when accessing the WSP communications system.
 - WSP may also provide radio repair, installation and removal services as requested by the Purchaser.
- b. <u>Training</u>. WSP shall provide required initial training on radio dispatching to Purchaser system users prior to their initial use of the system, and annual sustainment training to Purchaser system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and the Purchaser. However, the Purchaser may internally provide this training by its Communications Division staff in accordance with WSP standards, protocols and procedures in lieu of WSP furnished training.

c. Fees for Services.

- (1) Dispatch Services: The Purchaser shall reimburse WSP at a flat rate of \$400 per month that includes no additional charges for the first 150 calls made through WSP radio dispatch. WSP shall charge \$2.70 for each additional call over the 150 calls per month limit. If the Purchaser makes 5,000 or more calls for any month through WSP radio dispatch, WSP shall charge \$2.45 for each additional call over the first 150 calls per month limit for that month.
 - WSP shall provide the Purchaser a 5% credit calculated against the total cost of each monthly invoice to compensate for Purchaser officer support of WSP traffic related activities.
- (2) Training Services: The Purchaser shall reimburse WSP for actual costs for providing training to Purchaser users under this Agreement. Actual costs are:
 - Salary and benefits for actual hours worked by WSP instructors;
 - Reimbursement for instructor vehicle mileage at current WSP rates;
 - Indirect costs calculated against direct costs charged to the Purchaser under this Agreement at WSP's current approved indirect rate.
- (3) Radio Repair/Installation/Removal: For radio installation, removal and repair services the Purchaser shall reimburse WSP for:
 - \$58.45 per hour for regular time; or \$84.41 for overtime for services provided;
 - The actual cost of parts installed while providing this service; and for travel
 costs at current State of Washington/State Patrol rates for services provided
 by WSP at Purchaser locations, plus indirect costs at WSP's current
 approved indirect rate.
- d. <u>Reports</u>. WSP shall provide to the Purchaser a monthly report of the number of Purchaser calls made through the WSP radio dispatch system by Purchaser employees.
- e. <u>Technical System Information</u>. WSP shall provide to the Purchaser, in a confidential annex, all WSP system technical information relating to the operation of its VHF Radio System. This information shall be accurate and timely and shall include all

WSP RADIO COMMUNICATIONS AGREEMENT (Continued)

mobile transmit frequencies, mobile receive frequencies, sub-audible tones (CTCSS) associated with these channels, bandwidth, operational area restrictions, channel nomenclature, station names, call-up identifiers and tower sites information needed by Purchaser staff to effectively use the WSP system. In addition, WSP shall provide the Purchaser accurate and timely notice prior to any system changes that will affect the operation or frequency programming of the Purchaser's radio fleet. Except in case of an emergency, the required notification to the Purchaser shall not occur less than thirty (30) days prior to the WSP system change impacting Purchaser's radio fleet.

3. Payment for Services. WSP shall bill the Purchaser no more often than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.

4. Definitions.

"Agreement" means this Communication Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Call" means a Computer Aided Dispatch (CAD) log entry made by WSP.
"Purchaser" means the entity purchasing communication services from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"System" means the WSP radio communications system.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

- **5. Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
- 6. Criminal History Record Information. The Purchaser shall safeguard Criminal History Record Information (CHRI) in accordance with Title 28, United States Code, Title 28, Code of Federal Regulations, and Chapter 10.97 Revised Code of Washington; and will only request CHRI from WSP under this Agreement for authorized purposes. Any secondary dissemination of CHRI by the Purchaser will be in accordance with Washington Administrative Code 446-20-170. Purchaser employees requesting CHRI must maintain ACCESS Level I certification and have on file with the Purchaser a signed copy of the Criminal Justice Information Services Advisory Policy Board letter dated March 8, 2001.
- 7. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

WSP RADIO COMMUNICATIONS AGREEMENT (Continued)

- 8. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- **9. Indemnification.** The Purchaser shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser. WSP shall be responsible for and shall indemnify and hold the Purchaser harmless for all claims resulting from the acts or omissions of WSP.
- Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records that sufficiently and properly document the WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
- 11. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules; Any other provision of this Agreement; and Any document incorporated by reference.

- 12. Personnel. WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 13. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- **14. Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the Washington State Patrol shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- **15. Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a

WSP RADIO COMMUNICATIONS AGREEMENT (Continued)

waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

Reference is made to the agreement dated

FBI Division
Site Name
License Expiration Date

| ATTLE | | |
|------------|-------|------|
| Code | 30(d) | |
| 09/30/2021 | \ / | |

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

10/01/2011

| Ç | |
|---|---|
| between the LICENSOR: | Washington State Patrol |
| • | P.O. BOX 42602 |
| | |
| | Olympia, WA 98504-2602 |
| POC: | Terri Johnson |
| POC Phone: | 360-596-4063 |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30(d) |
| 2012 and ending September 30, 2013 approval of 2013 funding. Monthly E Congressional budget process wherebat the beginning of the fiscal year and sufficient funds needed to issue a purcircumstance, a purchase order may be program management office. It is reco | desires to renew this License Agreement for the period beginning October 1, The extension of this License Agreement is contingent upon Congressional Rental Fee \$176.67 and Monthly Electric Fee \$100.00. Due to the by the Federal government may be operating on a continuing resolution basis continuing until the budget for the Department of Justice is passed, chase order for the entire yearly amount may not be available. In that we issued for a portion of the year until all funding has been provided to the commended that the Licensor submits monthly invoices. These will be wehicle for circumstances whereby funding levels permit only month by |
| | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION |
| By. | Doseman Lynn Wegy |
| Title: | ENGINEERING SUPPORT SPECIALIST |
| Date: | July 11, 2012 |
| Please provide or correct the followin | g information: |
| • | Code 45 |
| Depositor Account Number | Code 51(c) |
| Bank Routing Number (9-digits) | 123308825 |
| | |

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.

U.S. Department of Justice



Federal Bureau of Investigation

Washington, D. C. 20535-0001

RE: License Renewal

Please find enclosed your FY-2013 renewal letter(s). Your signature is not required. Please verify that the following information is correct: Tax ID Number, Depositor Account Number, and Bank Routing Number. If you should have any changes you can fax them to (703) 985-2694 or mail them to:

FBI Engineering Research Facility Attn: Rosemary Lynn Mears Building 27958A Quantico, VA 22135-0001

Thank you for all your assistance and please call Rosemary Lynn Mears, (703) 985-6761 for any payment issues.

Sincerely

Rosemary Lynn Mears

Engineering Support Specialist

Hemay Lynn Mears

FBI Division
Site Name

SEATTLE Code 30(d) 09/30/2021

License Expiration Date

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

| Reference is made to the agreement d | ated 10/01/2011 |
|--------------------------------------|---|
| between the LICENSOR: | Washington State Patrol |
| | P.O. BOX 42602 |
| | POC: Terri Johnson |
| | Olympia, WA 98504-2602 |
| POC: | TERRI JOHNSON |
| POC Phone: | 360-596-4063 |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION |
| For use of the following facilities: | Code 30(d) |

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2013 and ending September 30, 2014. The extension of this License Agreement is contingent upon Congressional approval of 2014 funding. Monthly License fee is \$276.67. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

By: Ingenette R. Sancets

Title: Management and Program ANalyst

Date: August 06, 2013

Please provide or correct the following information:

Taxpayer Identification Number:

Code 45

Depositor Account Number

Code 51(c)

Bank Routing Number (9-digits)

123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.



U.S. Department of Justice

Federal Bureau of Investigation

| Contract #: DJF-14 -1 WSP Contract No. C120 | * * | 9 | | | Date: 1/1 | 13/2014 | |
|---|-------------------|-----------|------------|-----------------------|------------|---------|-----------------|
| Vendor Name: Washi | ngton State Pat | rol | | | | | |
| | | | | | | | |
| Attention: Lease Adm | inistration | | | | | | |
| Please acknowledge account the below and return | | | | | above refe | erenced | order by fillir |
| out the below and return | | | w within I | 10 days. | | | 1 . |
| | ning to the addre | ess belov | w within I | 0 days. g a duly : | authorized | represe | ntative of |
| out the below and return I, SIMON TEE WASHINGTON STAT | ning to the addre | ess belov | w within I | 0 days. g a duly : | authorized | represe | ntative of |

Please return Copy to:

Federal Bureau of Investigation Attn: Allison Culley (RSDU)

ERF Building #27958A

Quantico, VA 22135

Fax#:703-985-2694

Phone #: 703-985-6721

| | | | SUPPLIES OR | SERVICES | S · | | | | | introl Number: |
|---------------------------|--|----------------------|-------------------------------------|---|--|---------------|--------------------|-------------------------------|---------------|--|
| IMPORTANT: | Mark all packages and p | papers with contract | | 1 | | 6 01 | IP TO: |] | 1103-00 | 018 |
| 01/13/2014 | | 2. CONTRAC | it No. (ii ariy) | a. NAME OF | CONSIGNEE | ნ. ა⊓ | IP TO. | | | |
| 3. ORDER NO | | | ION/REFERENCE NO. | SEE SCHE | DULE | | | | | |
| | 0-P-0002269 | <u> </u> | 00-PR-0002631 | b, STREET A | | | | | | |
| | FFICE (Address corresp IENT SECTION | ondence to) | | | | | | <u></u> | , | |
| ROOM 6823 | • | | | c. CITY | | | | d. STATE | e. ZIP C | CODE |
| | YLVANIA AVE, NW ON, DC 20535-0001 | | | f. SHIP VIA | | | | | | |
| | | | | I. SITIE VIA | • | | | • | | |
| | CONTRACTOR | · | | | | 8. TYPE (| OF ORD | ER | | |
| | N STATE PATROL | | | a. PUR | CHASE | | П ь. | DELIVERY | - Excep | t for billing |
| b. COMPANY DUNS: 80888 | | | | REFERENC | YOUR: | | del | tructions or ivery orde | r is | subject to |
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| | AND FISCAL SERV | ICES | | attached sh | of this order neet, if any idicated. | , including | | oject to the the the above-nu | | |
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| | 13. PLACE OF | | 14. GOVERNMEN | I B/L NO. | OR BEFORE | | IINT ON | 10. DISCOL | 21 I LIX | |
| a. INSPECTION | JN B. AC | CEPTANCE | | | . 0 | 1/13/2014 | | . NI | ET 30 | |
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| | \$1/0.0/ AND ELEC | TRIC \$100.00. | | | | | ŀ | | | |
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| | QUANTICO | | | | VA | 22135 | | | | |
| 22. UNITED S | STATES OF AMERICA E | BY (Signature) | | | 2 | 3. NAME (Type | | llison Culle | | |
| De A A A A | 100 9 | (, , 0 | 10,0 | , ** | | | | | - | FIAFF |
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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| | Line Period of Performance: 10/01/2013 - 10/31/2013 Delivery Schedule: | | | | |
| 0002 | Quantity: 1.000000 FOB: ANTENNA SITE Code 30(d) RENT: \$176.67 AND ELECTRIC \$100.00. | 1.000000 | EA | \$276,6700 | \$276.67 |
| | Line Period of Performance: 11/01/2013 - 11/30/2013 Delivery Schedule: | | æ | | |
| 0003 | Quantity: 1.000000 FOB: ANTENNA SITE CODE 30(d) ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 12/01/2013 - 12/31/2013 Delivery Schedule: | | | | |
| 0004 | Quantity: 1.000000 FOB: ANTENNA SITE Code 30(d) RENT: \$176.67 AND. ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 01/01/2014 - 01/31/2014 Delivery Schedule: | - | | | |
| 0005 | Quantity: 1.000000 FOB: ANTENNA SITE Code 30(d) ELECTRIC \$100.50. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 02/01/2014 - 02/28/2014 Delivery Schedule: | | | | |
| 0006 | Quantity: 1.000000 FOB: ANTENNA SITE Code 30(d) ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 03/01/2014 - 03/31/2014 Delivery Schedule: | | | | |
| 0007 | Quantity: 1.000000 FOB: ANTENNA SITE (Code 30(d)) RENT: \$176.67 AND ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 04/01/2014 - 04/30/2014 Delivery Schedule: | | | | |
| 8000 | Quantity: 1.000000 FOB: ANTENNA SITE Code 30(d) ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 05/01/2014 - 05/31/2014 | | | - | |

| | ı | 1 | r 1 | | · · · · · · · · · · · · · · · · · · · |
|------|---|----------|----------|-------------|---------------------------------------|
| ٠. | Delivery Schedule: | | | | |
| | | | | | • |
| | Quantity: 1.000000 FOB: | 4 000000 | | #070 0700 · | 0070 07 |
| 0009 | ANTENNA SITE Code 30(d) RENT: \$176.67 AND ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | Line Period of Performance: 06/01/2014 - 06/30/2014 | | | | |
| | Delivery Schedule: | | | | · |
| | belivery Schedule. | | | | |
| | Quantity: 1.000000 FOB: | · | | | |
| 0010 | ANTENNA SITE Code 30(d) RENT: \$176.67 AND ELECTRIC \$100.00 | 1.000000 | EA | \$276.6700 | \$276.67 |
| 0010 | ELECTRIC \$100.00. | • | | - | |
| . 1 | Line Period of Performance: 07/01/2014 - 07/31/2014 | | | | |
| | Delivery Schedule: | | | - | |
| | | | | | |
| | Quantity: 1,000000 FOB: | | | | • |
| 0011 | ANTENNA SITE Code 30(d) RENT: \$176.67 AND ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | ELECTRIC \$100 .00. | , | | | |
| | Line Period of Performance: 08/01/2014 - 08/31/2014 | | | ÷ | |
| | Delivery Schedule: | | | | |
| | | | | - | |
| | Quantity: 1.000000 FOB: | | | | · |
| 0012 | ANTENNA SITE Code 30(d) RENT: \$176.67 AND ELECTRIC \$100.00. | 1.000000 | EA | \$276.6700 | \$276.67 |
| | | | | | |
| | Line Period of Performance: 09/01/2014 - 09/30/2014 | | | | |
| | Delivery Schedule: | | | | |
| | Curatitus (000000 - FOD. | | | | |
| | Quantity: 1.000000 FOB: | L | <u> </u> | TOTAL | \$3,320.04 |

FUNDING DETAILS:

| ITEM | EUNDING LINE | - OBLIGATED AMOUNT | ACCOUNTING CODES |
|------|--------------|--------------------|--------------------------------------|
| NO. | | | |
| 0001 | 1 . | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0002 | 2 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0003 | 3 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0004 | 4 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0005 | 5 . | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0006 | 6 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0007 | 7 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0008 | 8 - | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0009 | 9 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |

| | <u> </u> | <u> </u> | |
|------|----------|-------------------|--------------------------------------|
| 0010 | 10 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0011 | 11 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| 0012 | 12 | \$276.67 | 2014 - LEBX - 1800 - 1826 - J7 23203 |
| | | TOTAL: \$3,320.04 | |

Section 3 - Contract Clauses

Clauses By Reference

52,252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed.

electronically at this/these address(es): www.acquisition.gov/far.

| Clause | Title |
|----------------|---|
| 52.242-13 | Bankruptcy (July 1995) |
| 52.233-1 Alt I | Disputes (July 2002)- Alternate I (Dec 1991) |
| 52.232-23 | Assignment Of Claims (Jan 1986) |
| 52.213-4 | Terms and Conditions Simplified Acquisitions (Other Than Commercial Items) (Aug 2012) |

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

FBI Division
Site Name
Site Number
License Expiration Date

| SEATTLE Code 30(d) | |
|-----------------------|--|
| Code 30(d) | |
| 09/30/2021 | |

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

| | LICENSE RENEWAL | |
|---|--|--|
| Reference is made to the agreement dated | 10/01/2011 | |
| between the LICENSOR: | Washington State Patrol | |
| | P.O. BOX 42602 (BUDGET AND FISCAL SER | VICES) |
| | POC: Terri Johnson | |
| | Olympia, WA 98504-2602 | |
| POC: | TERRI JOHNSON | |
| POC Phone: | 360-596-4063 | |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION | |
| For use of the following facilities: | Code 30(d) | |
| License fee is \$276.67. Due to the Congreresolution basis at the beginning of the fis funds needed to issue a purchase order for be issued for a portion of the year until all Licensor submits monthly invoices. These levels permit only month by month payme Please acknowledge below and return to For questions, please contact Managemen Licensor Acknowledgement: Date: NOTICE The Federal Government has created the System increases visibility of vendor source for the Federal Government. Every vendor vendors are sent to the banking information enters into sam.gov is not accessible to an correct DUNS to use which contains the bito keep the sam.gov registration up-to-dat sam.gov, it is necessary for the Licensor to | System for Award Management (SAM.gov) https:// ces for specific supplies and services as well as esta or registered in sam.gov has a unique Dun and Brace on that is tied to the DUNS number in sam.gov. The yone other than the vendor. It is necessary for the earling account information where payments will be and to ensure the banking information is correct. The provide the Routing and Account number below | nment may be operating on a continuing partment of Justice is passed, sufficient that circumstance, a purchase order may ement office. It is recommended that the cle for circumstances whereby funding this Site Licensing. Nwww.sam.gov/portal/public/SAM/ This ablishes a common source of vendor data distreet (DUNS) number. Payments to be banking information that the vendor Licensor to ensure that the FBI has the person. The Licensor (vendor) is required If the Licensor does not register in |
| PAYMET | NT INFORMATION FOR ELECTRONIC FUND TE | RANSFER |
| Taxpayer Identification Number | Code 45 | (mandatory) |
| Licensor DUNS Number | 808883854 | (mandatory) |
| FINANCIAL INSTIUTION INFORMATIO | <u>N</u> | |
| Depositor Account Number | Code 51(c) | |
| Bank Routing Number (9-digits) | 123308825 | |
| | | |

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.



STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO Box 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

January 26, 2015

Ms. Angenette Daniels (RSDU) FBI – ERF # 27958A Quantico, VA 22135

Dear Ms. Daniels:

Subject: WSP Contract No. C120536FED Amend 5/DJF-14-1800-P-0002269

Enclosed with this letter is one (1) fully executed original acknowledgement acceptance for the above referenced purchase order between the Washington State Patrol and the Federal Bureau of Investigation. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Julie Hannah at (360) 596-4063 or julie.hannah@wsp.wa.gov.

Sincerely,

Julie Hannah for

Mr. Robert L. Maki, CFE, CGFM Budget and Fiscal Services

RLM: jah Enclosure



U.S. Department of Justice

Federal Bureau of Investigation

| Contract #: DJF-15 -1800 - P-0001439 | Date: 12/16/2014 |
|--|--|
| Vendor Name: Washinton State Patrol | |
| Attention: Lease Administration Site Name: Code 30(d) Site Number(s): SE-043 | * * 8 |
| | ns and conditions of the above referenced order by filling the address below within 10 days. Please keep the |
| I, (print name) Shum Tee (company name) (1) SP referenced order. | , being a duly authorized representative of do hereby accept the terms and conditions of the above |
| Signature | Date |

Please return Copy to:

Federal Bureau of Investigation

Attn: Angenette Daniels (RSDU)

ERF Building #27958A Quantico, VA 22135 Fax #: 703-985-2694

Phone #: 703-985-2698

| | | THE RESERVE | | SUPPLIES OR | SERVICE | S | | | | OMB Clea | | Control Number: |
|--|--|---|--|---|--------------------------|----------------|-----------------|--|----------------|--|------------|---|
| | | | | and/or order numbers. | 1 | | | 0.01110 | то. | | 1103-0 | 0018 |
| 1. DATE OF 12/16/2014 | | ľ | 2. CONTRACT | NO. (II ariy) | a. NAME OF | CONSIGN | JFF | 6. SHIP | 10. | | | |
| 3. ORDER N | | | 4. REQUISITIO | N/REFERENCE NO. | | | 100 | | | | | |
| DJF-15-18 | 00-P-0001439 | | DJF-15-1800 | -PR-0017949 | b, STREET | | | | | | | |
| | OFFICE (Address | | nce to) | |] b, o incer | ADDITEO | | | | | | |
| PROCURE ROOM 682 | MENT SECTIO | N | | | c. CITY | | | | Te | d. STATE | e, ZIP | CODE |
| | SYLVANIA AV | E, NW | | | 0.81 8.01 6 | | | | | | 250/2500 | |
| | TON, DC 20535 | | | | f. SHIP VIA | | | | | | | |
| 7. TO: | | | | | - | | | | | | | |
| a. NAME OF | CONTRACTOR | | | | | | | 8. TYPE OF | ORDE | R | | |
| | ON STATE PATRO |)L | | | a, PUF | RCHASE | | | Ъ. (| DELIVERY | Exce | pt for billing |
| b. COMPANY NAME DUNS: 808883854 | | | | | REFERENCE | E YOUR: | | | instr deliv | ructions on verv orde | the | reverse, this subject to |
| ner og produktiver produktiver og en en en en en en en en en en en en en | | | | | Please furr terms and | conditions | s spe | cified on | instr | ructions cor | ntained | on this side |
| c. STREET ADDRESS BUDGET AND FISCAL SERVICES | | | | | both sides attached | of this or | der ar anv. | nd on the including | subj | ect to the lead on the lead of | terms a | nd is issued nd conditions contract |
| PO BOX 4 | | , Litti To Lo | | | delivery as | indicated. | | | 011 | 10 00010 110 | moorod | comicon |
| | | | | | 10. REQUIS | ITIONING | OFFIC | E L | | | | |
| d. CITY | | | e. STATE | f. ZIP CODE | ERF RS | | | | | | | |
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| | TING AND APPRO | | | 2002 2015 | QUAN | TICO, VA | A 221 | 35 | | | | |
| | LEBX-1800-182 | | 10-01 | | | | | 140 | F 0 P | . POINT | | |
| a, SMAI | SS CLASSIFICATI | ON (Check a R THAN SMA | COLD 100000 100000 | | d. WOMEN-O | NNED [| T e. F | HUBZone | . F.O.B | . POINT | | |
| | ICE-DISABLED | | | D SMALL BUSINESS (| | | | | | u II I• acesaer I | | |
| | AN-OWNED | B | LIGIBLE UND | R THE WOSB PROGR | AM | | DWOS | 100 | estinat | | | |
| | 13. PLA | ACE OF | | 14. GOVERNMEN | T B/L NO. | OR BEFO | | O F.O.B. POIN | IT ON | 16, DISCOU | INT IER | (M)S |
| a. INSPECT | ION | b. ACCEPT | ANCE | | | | (4.5) | 16/2014 | - 1 | NE | ET 30 | |
| | | | | | | | | | | | | |
| | | | 17 | SCHEDULE (See | reverse fo | r Reiect | ions |) | | | | |
| ITEM NO. | CALLED THE STATE OF THE STATE OF | SUPPLI | ES OR SERVI | | QUANTI | | - | UNIT PRICE | | AMOUNT | Marine . | QUANTITY |
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| 美元的基础的 | | | | | ORDER | | 4) | (0) | 競問 | (0) | | ACCEPTED |
| (a) | | | (b) | | ORDERI (c) | (0 | d) | (e) | | (f) | M | ACCEPTED (9) |
| 美元的基础的 | Delivery Date | : 12/16/201 | (b) | | ORDER | (0 | d) A | (e) \$276.6700 | | (f) \$3,320.0 |)4 | |
| (a) | | : 12/16/201 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | |)4 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | O(d) | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | |)4 | |
| (a) | | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | |)4 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | |)4 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | |)4 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
| (a) | RENT-ANTEN MONTHLY R | : 12/16/201 NNA SITE ATES: \$17 | (b) | | ORDERI (c) | (0 | Section Street, | HE PERSON NAMED IN | | | 04 | |
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| SEE BILLI | RENT-ANTEN MONTHLY R 10/1/2014 - 9/3 See Continuati 18. SHIPP a. NAME ERF RSI b. STREE ATTN: J c. CITY | on Sheet(s) ING POINT OU T ADDRESS AMES A. | (b) 4 Code 30 6,67 RENTA | O(d) STUU.UU UTILITIES, 19. GROSS SHIPPING | ORDERE (c) 12.0000 | 20. INVOICE | CE NO | \$276.6700 D. | | \$3,320.0 | 4 | 17(h) TOT. (Cont. pages) |
| SEE BILLI INSTRUCTI ON REVERS | RENT-ANTEN MONTHLY R 10/1/2014 - 9/3 18. SHIPP 18. SHIPP 18. SHIPP 20. CITY QUANT | on Sheet(s) ING POINT OU TADDRESS AMES A. | (b) 14 Code 3(6.67 REN I/A | O(d) STUU.UU UTILITIES, 19. GROSS SHIPPING | ORDERE (c) 12.0000 | 20. INVOI | G. Z | \$276.6700 D | | \$3,320.0 | 4 | 17(h) TOT. (Cont. pages) 17(l) GRAND |
| SEE BILLI INSTRUCTI ON REVERS | RENT-ANTEN MONTHLY R 10/1/2014 - 9/3 See Continuati 18. SHIPP a. NAME ERF RSI b. STREE ATTN: J c. CITY | on Sheet(s) ING POINT OU TADDRESS AMES A. | (b) 14 Code 3(6.67 REN I/A | O(d) STUU.UU UTILITIES, 19. GROSS SHIPPING | ORDERE (c) 12.0000 | 20. INVOICE | G. Z | \$276.6700 D. CODE 22135 NAME (Typed) | | \$3,320.0 | 4 | 17(h) TOT. (Cont. pages) 17(l) GRAND |
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Section 2 - Commodity or Services Schedule

| | SCHEDULE OF SU CONTINUA | TION SHEET | | | |
|----------|---|------------|------|------------|------------|
| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| | Line Period of Performance: 10/01/2014 - 09/30/2015 | | | | |
| | Delivery Schedule: | | | | |
| | Quantity: 12.000000 FOB: | | | | |
| | Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A | | | | |
| | QUANTICO, VA 22135 | | | TOTAL | \$3,320.04 |

FUNDING DETAILS:

| ITEM | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
|------|--------------|-------------------|--|
| NO. | | | |
| 0001 | 1 | \$3,320.04 | 2015 - LEBX - 1800 - 1826 - J7 1800_0128 - 23203 |
| | | TOTAL: \$3,320.04 | |

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

| Clause | Title |
|----------------|---|
| 52.213-4 | Terms and Conditions Simplified Acquisitions (Other Than Commercial Items) (Aug 2012) |
| 52.232-23 | Assignment Of Claims (Jan 1986) |
| 52.233-1 Alt I | Disputes (July 2002)- Alternate I (Dec 1991) |
| 52.242-13 | Bankruptcy (July 1995) |

Section 4 - List of Attachments

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| | | | UPPLIES OR | SERVICE | S | | | | | | |
|---|--|--|--|--|-------------------------|--------------|--|--|--|--------------------------|---|
| IMPORTANT: Mark 1. DATE OF ORDER | all packages and pape | 2. CONTRACT | | | | | 6 SI | IP TO: | | | |
| 12/02/2015 | | 2.0011101011 | io. (ii dily) | a. NAME OF | CONSIG | NEE | 0.01 | 111 10. | | | • |
| 3. ORDER NO. | | | N/REFERENCE NO. | SEE SCHI | EDULE | | | | | | |
| DJF-16-1800-P-0 | | DJF-16-1800- | PR-0000665 | b. STREET | - | 5 | | | | | - |
| 5. ISSUING OFFICE PROCUREMENT ROOM 6823 935 PENNSYLVA WASHINGTON, | ANIA AVE, NW | ence to) | | c. CITY | | | | | d. STATE | e. ZIP | CODE |
| | MAIN CARRES RABBE | | | I. SHIP VIA | | | | | | | |
| 7. TO: a. NAME OF CONT WASHINGTON STA | | | | | | | 8. TYPE | | | - F | |
| b. COMPANY NAM DUNS: 808883854 | Е | | | REFERENCE Please fur | nish the f | ollowir | ng on the | ins de ins | structions or elivery orde structions co | the r r is ntained | pt for billing reverse, this subject to on this side |
| c. STREET ADDRE BUDGET AND PO BOX 42602 | ss FISCAL SERVICE | S | | terms and both sides attached s delivery as | indicated. | | | or | nly of this for the the above-nu | orm an terms ai | nd conditions |
| d. CITY e. STATE f. ZIP CODE OLYMPIA WA 98504-2602 9. ACCOUNTING AND APPROPRIATION DATA | | | | BUILD | SDU JAMES ING 279 | A. H. 58A | ARGRAVI | ES | | | RGRAVES fbinet.fbi |
| | -1800-1826-J7-OW | | 203-2016 | QUAN | TICO, V. | A 221 | .35 | | | | |
| 11. BUSINESS CLA | ASSIFICATION (Check | /ALL 🔲 c. DI | SADVANTAGED . | d. WOMEN-O | WNED [| e. l | HUBZone | 12. F.O. | B. POINT | | , |
| f. SERVICE-DI | SABLED g | WOMEN-OWNE | D SMALL BUSINESS (V R THE WOSB PROGRA | VOSB) M | h. E | DWOS | SB | Destin | ation | | |
| VETERATION | 13. PLACE OF | ELIGIDEE ON DE | 14. GOVERNMEN | | 15. DEL | VER T | O F.O.B. PC | NO TAIC | 16. DISCOL | INT TER | RMS |
| a. INSPECTION b. ACCEPTANCE | | | | | OR BEF | 7. | Date) 02/2015 | | NI | ET 30 | |
| | | 17. | SCHEDULE (See | reverse fo | r Rejec | tions |) | | | | |
| ITEM NO. | eupp | | | and the same of the same of | | | Luurppi | | | | |
| | SUFF | LIES OR SERVIC | ES | QUANTI ORDERE | ED | NIT | UNIT PRI | CE | AMOUNT | Ţ, | QUANTITY ACCEPTED |
| (a) Deliv | very Date: 12/02/20 | (b) | | | ED (| (d) EA | (e) \$276.67 | | (f) \$3,320.0 | | |
| 0001 Delix REN | very Date: 12/02/20 IT - ANTENNA SIT | (b) D15 TECOde 3 TRIC: \$100.00 | | ORDERE (c) | ED (| (d) | (e) | | (f) | | ACCEPTED |
| 0001 Delix REN | very Date: 12/02/20 IT - ANTENNA SIT IT: \$176.67, ELEC | (b) 015 reCode 3 rric: \$100.00, | O(d) | 12.0000 | ED (| ĠΛ. | (e) \$276.67 | | (f) | | ACCEPTED |
| (a) O001 Delin REN REN See C | very Date: 12/02/20 IT - ANTENNA SIT IT: \$176.67, ELEC Continuation Sheet(18. SHIPPING POINT a. NAME | (b) D15 TECOde 3 TRIC: \$100.00, | 9. GROSS SHIPPING V | ORDERE (c) 12.0000 | ED (| ĠΛ. | (e) \$276.67 | | (f) | 04 | ACCEPTED |
| (a) Deliv REN REN See C | Continuation Sheet(18. SHIPPING POINT a. NAME ERF RSDU b. STREET ADDRES | (b) D15 TECOde 3 TRIC: \$100.00, | 9. GROSS SHIPPING V | ORDERE (c) 12,0000 | ED (| ĠΛ. | (e) \$276.67 | | (f) \$3,320.0 | 04 | ACCEPTED (g) 17(h) TOT. (Cont. pages) |
| See BILLING INSTRUCTIONS ON | Continuation Sheet(18. SHIPPING POINT a. NAME ERF RSDU b. STREET ADDRES ATTN: JAMES A c. CITY | (b) D15 TECOde 3 TRIC: \$100.00, | 9. GROSS SHIPPING V | ORDERE (c) 12,0000 | 20. INVO | (d) | (e) \$276.67 | | (f) \$3,320.0 | 4 | 17(h) TOT. (Cont. pages) |
| See O See BILLING INSTRUCTIONS ON REVERSE | Continuation Sheet(18. SHIPPING POINT a. NAME ERF RSDU b. STREET ADDRES ATTN: JAMES A | (b) D15 TECOde 3 TRIC: \$100.00, Attn: JAMES A S (or P.O. Box) . HARGRAVE | 9. GROSS SHIPPING V | ORDERE (c) 12,0000 | 20. INVO | e. 2 | (e) \$276.67 | 000 | \$3,320.0 \$3,320.0 \$3,320.0 | 4 | 17(h) TOT. (Cont. pages) |
| See O See BILLING INSTRUCTIONS ON REVERSE | Continuation Sheet(18. SHIPPING POINT a. NAME ERF RSDU b. STREET ADDRES ATTN: JAMES A c. CITY QUANTICO | (b) D15 TECOde 3 TRIC: \$100.00, Attn: JAMES A S (or P.O. Box) . HARGRAVE | 9. GROSS SHIPPING V | ORDERE (c) 12,0000 | 20. INVO | e. 2 | (e) \$276.67 \$276.67 D. ZIP CODE 22135 NAME (Type | 00 00 00 00 00 00 00 00 00 00 00 00 00 | (f) \$3,320.0 \$3,320.0 | 4 4 | 17(h) TOT. (Cont. pages) 17(l) GRAND TOTAL |

Section 2 - Commodity or Services Schedule

| | SCHEDULE OF SU CONTINUA | TION SHEET | ICES | | |
|----------|---|------------|------|------------|------------|
| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| | Line Period of Performance: 10/01/2015 - 09/30/2016 | | | | |
| | Base Period | | | | |
| | Delivery Schedule: | | | | |
| | Quantity: 12.000000 FOB: | | ж | | |
| | Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A | | | | |
| | QUANTICO, VA 22135 | | | TOTAL | \$3,320.04 |

FUNDING DETAILS:

| ITEM | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
|------|--------------|-------------------|--|
| NO. | | | |
| 0001 | 1 | \$3,320.04 | 2016 - LEBX - 1800 - 1826 - J7 1800_0227 - 23203 |
| | | TOTAL: \$3,320.04 | |

Section 3 - Contract Clauses

Clauses By Reference

| 52,252-2 CLAUSES INCORPORATED | BY REFERENCE (FEB 1998) |
|-------------------------------|-------------------------|
|-------------------------------|-------------------------|

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

| Clause | Title | | | |
|---|--|--|--|--|
| 52.213-4 | Terms and ConditionsSimplied Acquisitions (Other Than Commercial Items) (Mar 2015) | | | |
| 52.232-23 Assignment of Claims (May 2014) | | | | |
| 52.233-1 Alt I Disputes (May 2014) - Alternate I (Dec 1991) | | | | |
| 52.242-13 Bankruptcy (July 1995) | | | | |

DJF-16-1800-P-0001139

Page 4 of 4

Section 4 - List of Attachments

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WSP CONTRACT #C120536FED-07

FBI Division
Site Name
Site Number

License Expiration Date

Code 30(d)

Code 30(d)

09/30/2021

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

| Reference is made to the agreement dated | 10/01/2011 | | |
|---|---|--|--|
| between the LICENSOR: | Washington State Patrol | | |
| | P.O. BOX 42602 (BUDGET AND FISCAL SERVICES) | | |
| | POC: Julie Hannah | | |
| | Olympia, WA 98504-2602 | | |
| POC: | Julie Hannah | | |
| POC Phone: | 360-596-4063 | | |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION | | |
| For use of the following facilities: | Code 30(d) | | |
| The Federal Bureau of Investigation desir | es to renew this License Agreement for the period beginning October 1, 20 | | |

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2016 and ending September 30, 2017. The extension of this License Agreement is contingent upon Congressional approval of 2017 funding. Monthly License fee is \$276.67. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing. For questions, please contact Angenette L. Daniels, Angenette.Daniels@icfbi.gov at 703-985-2698.

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

| Taxpayer Identification Number | Code 45 | (mandatory) |
|--------------------------------|-----------|-------------|
| Licensor DUNS Number | 808883854 | (mandatory) |

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

| | ORI | DER FOR SU | IPPLIES OR S | SERVICE | S | | | | | | |
|--------------------------|---|-------------------------------------|---------------------------------|---|-------------------|-------------------|---------------------|------------|---------------|----------------|---|
| 1. DATE OF | T: Mark all packages and pape | ers with contract and | | Т | | | 6 01 | IIP TO: | | | |
| 11/09/2013 | | 2. CONTRACT NO | o. (II ally) | a. NAME OF | CONSI | GNEE | 0. 31 | iir IO. | | | |
| 3. ORDER N | | 4. REQUISITION/F | | SEE SCHI | EDULE | 3 | | | | | |
| | 1800P0000485 | DJF-18-1800-PI | R-0000756 | b. STREET | | | | | | | |
| PROCURE ROOM 682 | | ence toj | | c. CITY | | | | ď | . STATE | e. ZIP (| CODE |
| | SYLVANIA AVE, NW TON, DC 20535-0001 | | | f. SHIP VIA | | | | | | | |
| | CONTRACTOR | | | | | | 8. TYPE | OF ORDEI | R | | |
| b. COMPAN | ON STATE PATROL | | | a. PUF | RCHASE | | | b. D | ELIVERY - | - Excep | ot for billing |
| DUNS: 8088 | 883854 | | | REFERENCE Please furn terms and | ish the condition | following ons spe | ecified on | deliv | ery order | is tained o | everse, this subject to on this side d is issued |
| | AND FISCAL SERVICE | S | 8 | both sides attached s delivery as i | heet, i | if any, | nd on the including | subje | | erms an | d conditions |
| | | | | 10. REQUIS | ITIONIN | IG OFFI | CE | | | | ENETTEL |
| d. CITY OLYMPIA | Α | e. STATE WA | f. ZIP CODE 98504-2602 | ERF RS ATTN: BUILD | JAME: | | ARGRAVE | | aldaniels(| ytbinet | .101 |
| | TING AND APPROPRIATION LEBX-1800-1826-J7-OW | | 03-2018 | QUAN | | | 135 | | | | |
| 11. BUSINE | SS CLASSIFICATION (Check | | | I. WOMEN-OV | VNED | е. Н | HUBZone | 12. F.O.B. | POINT | | |
| | | | MALL BUSINESS (W | | Пь | EDWOS | SB | Destinati | on | | |
| VETER/ | AN-OWNED L | ELIGIBLE UNDER | THE WOSB PROGRA 14. GOVERNMENT | | | | O F.O.B. PC | | | NT TERM | MS |
| a. INSPECTI | | TANCE | | | | FORE (| Date) | | | Т 30 | |
| | | | | | | 11/ | 09/2017 | | NE | 1 30 | |
| | | 17. S | CHEDULE (See | reverse fo | r Reje | ctions |) | | | | |
| ITEM NO. | SUPP | LIES OR SERVICES (b) | | QUANTI ORDERE (c) | | (d) | UNIT PRIC | CE | AMOUNT (f) | | QUANTITY ACCEPTED (g) |
| 0001 | Delivery Date: 11/09/20 | | | 12,0000 | 00 | EA | \$276.67 | 00 | \$3,320.04 | | (9) |
| | RENT - ANTENNA SIT SE-043, \$176.67 RENT, TOTAL: \$276.67, 10/1/2 | \$100.00 ELECTI 2017 - 9/30/2018 | RIC, MONTHLY | | | OICE NO | | | | | |
| | 18. SHIPPING POINT | 19. | GROSS SHIPPING W | /EIGHT | 20. INV | DICE NO | у. | | | | |
| | | | 1. MAIL INVOICE TO | 1 : | | | | | \$3,320.04 | | 17(h) TOT. (Cont. |
| SEE BILLI INSTRUCTI | ONS CONTRACTOR | | | | | | | | | | pages) |
| ON REVERS | \c | Attn: JAMES A. I | HARGRAVES | | | | | De | | | |
| 712 72710 | b. STREET ADDRESS ATTN: JAMES A. | | DIII DING 27058 | ٨ | | | | | | | 17(i) |
| | c. CITY | HARORA VES, | BOILDING 27938 | | . STATE | e. Z | IP CODE | | \$3,320.04 | | GRAND TOTAL |
| | QUANTICO | | | | VA | | 22135 | | | | |
| 22. UNITED | STATES OF AMERICA BY (S | ignature) | 0 | | | 23. | NAME (Type | | tte L. Dan | els | |
| | In a sette | | 16:10 | Y | | | TITLE | | | | CIOCE |
| | Transme | | uniers | | | | | | NG/ORDER | | |
| AUTHORIZED PREVIOUS E | OFFICE LOCAL REPRODUCTION NOT USABLE | ON _ |) | | | | OP | | | | EV. 2/2012) CFR 53.213(f) |

Section 2 - Commodity or Services Schedule

| SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET | | | | | | |
|---|---|----------|------|-------------------|------------------|--|
| TEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | |
| | Line Period of Performance: 10/01/2017 - 09/30/2018 | | | | | |
| | Base Period | | | | | |
| | Delivery Schedule: | | | | | |
| | Quantity: 12.000000 FOB: | | | | | |
| | Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135 | | | | | |
| | | | | Base Total: | \$3,320.04 | |
| | | | | ed Options Total: | \$0.00 \$0.00 | |
| | | U | | d Options Total: | \$3,320.04 | |

FUNDING DETAILS:

| ITEM | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
|------|--------------|-------------------|--|
| NO. | | | |
| 0001 | 2 | \$3,320.04 | 2018 - LEBX - 1800 - 1826 - J7 1800_0227 - 23203 |
| | | TOTAL: \$3,320.04 | |

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Page 3 of 4

Section 3 - Contract Clauses

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15F067181800P0000485

Page 4 of 4

Section 4 - List of Attachments

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FBI Division

Site Name

Site Number

License Expiration Date

| | (1) | 0 |
|------------|------|---|
| SEATTLE | V-1\ | |
| Code 30 | (a) | |
| Code 30(d) | | |
| 09/30/2021 | | |

171631

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

RECEIVED

HIN Q @ 2040

| Reference is made to the agreement dated | 10/01/2011 | JUN 2 6 2016 |
|--|--|---------------------------------------|
| between the LICENSOR: | Washington State Patrol | BUDGET & FISCAL |
| | P.O. BOX 42602 (BUDGET AND FISCAL SERVICES) | WSP |
| , | POC: Julie Hannah | · · · · · · · · · · · · · · · · · · · |
| | Olympia, WA 98504-2602 | , , , , , , , , , , , , , , , , , , , |
| POC: | Julie Hannah | |
| POC Phone: | 360-596-4063 | |
| and LICENSEE: | U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION | |
| For use of the following facilities: | Code 30(d) | |
| | | |

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2018 and ending September 30, 2019. The extension of this License Agreement is contingent upon Congressional approval of 2019 funding. Monthly License fee is \$276.67. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at 703-985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

POC: Seguelia Mahal
Date: 6/15/18

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

| Taxpayer Identification Number | Code 45 | * |
|--------------------------------|-----------|---|
| Licensor DUNS Number | 808883854 | |

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

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Section 2 - Commodity or Services Schedule

| SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET | | | | | | |
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| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | |
| | Line Period of Performance: 10/01/2018 - 09/30/2019 | | | | | |
| | Base Period | | | | | |
| | | | | Base Total: | \$3,320.04 | |
| | | | Exercise | d Options Total: | \$0.00 | |
| | | U | nexercise | ed Options Total: | \$0.00 | |
| | | | Base ar | d Options Total: | \$3,320.04 | |

FUNDING DETAILS:

| ITEM | FUNDING LINE | OBLIGATED AMOUNT | ACCOUNTING CODES |
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| NO. | | | |
| 0001 | 1 | \$3,320.04 | FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019 |
| · <u>-</u> | | TOTAL: \$3,320.04 | |

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ORDER FOR SUPPLIES OR SERVICES

SCHEDULE - CONTINUATION

PAGE NO

IMPORTANT: Mark all packages and papers with contract and/or order numbers. ORDER NO. DATE OF ORDER CONTRACT NO. AG-05G1-P-12-0042 01/01/2012 QUANTITY UNIT AMOUNT QUANTITY UNIT SUPPLIES/SERVICES ITEM NO. ACCEPTED ORDERED PRICE (d) (c) (e) (g) (a) and governed by the following: (a) this award/order; (b) the Contractors Agreement No. C130065GSC of \$400.00 per calendar year; (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. Accounting Info: 11.12.12.222222.0621.22.2222222.22.22222222 .2540.ZZ.IDP52112.ZZZZ Agency Code (4): 11 Program Code (25): ZZZZZZZZZ BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZ Job Code (8): IDP52112 Sub Cost Org (2): ZZ Budget Yr Start (2): 12 Budget Yr End (2): 12 Fund (6): ZZZZZZ Budget Org (7): 0621 Sub Budget Org (2): ZZ Report Category (4): ZZZZ Period of Performance: 01/01/2012 to 12/31/2016 Code 30(d) 2,000.00 2000 DO 1.00 Repeater Site Rental 001 The total amount of award: \$2,000.00. The obligation for this award is shown in box 17(i).

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$2,000.00

PURCHASE ORDER TERMS AND CONDITIONS

If the contracting officer is issuing a "Purchase Order" as opposed to a "Delivery Order", the following clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. In addition, the full texts of the clauses are available on the following website: http://www.arnet.gov/far. If a "Delivery Order" is issued, the order is subject to the terms and conditions of the contract under which it was placed. This list of clauses may be supplemented by the contracting officer.

| 52.222.50 52.223-18 52.225-13 52.232-1 52.232-8 52.232-25 52.233-1 52.233-3 52.233-4 52.246-1 | Combating Trafficking in Persons (FEB 2009) Contractor Policy to Ban Text Messaging While Driving (SEP 2010) Restrictions on Certain Foreign Purchases (JUN 2008) Payments (APR 1984) Discounts for Prompt Payment (FEB 2002) Prompt Payment (OCT 2008) Disputes (JUL 2002) Protest After Award (AUG 1996) Applicable Law for Breach of Contract Claims (OCT 2004) Contractor Inspection Requirements (APR 1984) |
|--|--|
| 52.204-3 52.213-4 52.222-21 52.222-26 | Taxpayer Identification (OCT 1998) Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Jan 2011) Prohibition of Segregated Facilities (FEB 1999) Equal Opportunity (MAR 2007) (Applicable to all non-exempt contracts and subcontracts) |
| 52.232-11 52.244-6 52.249-1 | Extras (APR 1984) Subcontracts for Commercial Items (DEC 2010) Termination for the Convenience of the Government (Fixed Price) (Short Form) (APR 1984) 1984) |



STATE OF WASHINGTON WASHINGTON STATE PATROL COMMUNICATION SITE RENTAL AGREEMENT

Agreement No. C130065GSC

Lessee's Reference No. AG-05G1-P-12-0042

Code 30(d)

1. THIS LEASE replaces C890062GSC entered into on June 30, 1989 and is made and entered into on this date <u>January 1, 2012</u> by and between the UNITED STATES FOREST SERVICE, hereinafter the USFS, and the WASHINGTON STATE PATROL, an agency organized and existing under the laws of the State of Washington, with principal offices at Budget and Fiscal Services – Contracts, P.O. Box 42602, Olympia, WA 98504-2602, hereinafter the LESSOR, and whose interest in the property hereinafter described is that of Primary Leaseholder.

WITNESSETH:

WHEREAS the Washington State Patrol, the Air Force, and the United States Forest Service entered into a joint agreement for the operation and maintenance of a joint antenna site with the Washington State Patrol assuming the role of primary site manager; and

WHEREAS the Washington State Patrol, as site manager, assumes full responsibility for and agrees to provide the engineering of the site, to provide all necessary buildings, the tower, the batteries, and all of the expertise to make this site a viable and professionally operated communications facility. Likewise the USFS will follow the attached Exhibit D Communication Site Standards;

and

WHEREAS the Washington State Patrol agrees to maintain in full force and effect the primary lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY and the Washington State Patrol; and

WHEREAS under the joint operating agreement, the Washington State Patrol, the Air Force and the United States Forest Service have made major improvements on the site; and

WHEREAS the USFS will be a primary user of the facility and agreed in the joint operating agreement to participate in the cost of site development and to pay one-third of the primary lease cost thereafter;

NOW THEREFORE, the parties do mutually agree as follows:

| 2. The LESSOR hereby grants to the USFS joint use of an antenna site consisting of three |
|--|
| eight (8) by twenty (20) foot modular buildings, one designated for use and occupation of the |
| USFS and the AIR FORCE, the other two (2) used to facilitate the power needs of the site and |
| the use of the LESSOR, all located in Code 30(d) |
| Code 30(d) Stevens County, Washington at a location on just south of the code 30(d) as |
| more completely depicted on Exhibit A, attached hereto and by this reference made a part hereof, |
| to be used as a radio communications facility. |
| |

- 3. TO HAVE AND TO HOLD the said premises for a term beginning 1 January 2012 and ending 31 December, 2015, provided that unless and until the USFS shall give notice of termination in accordance with paragraph six (6) hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available for year to year for the payment of rental; and provided further that the lease shall in no event extend beyond 31 December, 2015.
 - 4. The USFS shall pay the LESSOR:
- a. The USFS shall pay the LESSOR land rent at the rate of FOUR HUNDRED DOLLARS (\$400.00) per annum in arrears beginning January 1, 2012. Rent is subject to adjustment under the primary land lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY AND THE WASHINGTON STATE PATROL. WHEREAS the USFS agreed in the joint operating agreement to pay one-third of the primary lease cost thereafter. See attached Exhibit F: Land Lease between Stimson Lumber and Washington State Patrol.
- b. All payments made under this lease shall be made payable to the Washington State Patrol at the address indicated in paragraph 1 above.

- c. Payments will be made by the COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 5. The USFS shall have the right during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures shall be and remain the property of the USFS and may be removed or otherwise disposed of the USFS. All actions will be subject to prior written approval of the Washington State Patrol, which approval shall not be unreasonably withheld.
- 6. The USFS and/or LESSOR may terminate this lease at any time by giving ninety (90) days notice in writing to the other party, and no rental shall accrue after the effective date of termination.
- 7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the USFS shall be addressed to the LESSOR at the address indicated in paragraph 1 above, and if by the LESSOR to the USFS at COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 8. The LESSOR warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the LESSOR for the purpose of securing business. For breach or violation of this warranty, the USFS shall have the right to annul this lease without liability, or in its discretion, to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. No member of, or delegate to, Congress of Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

- a. The USFS may, by written notice to the LESSOR, terminate the right of the LESSOR to proceed under this lease if it is found, after notice and hearing, by a USFS authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LESSOR, or any agent or representative of the LESSOR, to any employee of the USFS with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided that the existence of facts upon which the USFS or authorized representative makes such findings shall be an issue and may be reviewed in any competent court.
- b. In the event this lease is terminated as provided in paragraph 10.a hereof, the USFS shall be entitled (i) to pursue the same remedies against the LESSOR as it could pursue in the event of a breach of the lease by the LESSOR and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the USFS or a duly authorized representative) which shall not be less than three, nor more than ten, times the costs incurred by the LESSOR in providing any such gratuities to any employee.
- c. The rights and remedies of the USFS provided in this cause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.
- 11. The LESSOR and the USFS shall defend, protect, and hold harmless the other party from and against all claims, suits, or actions arising from any act or omission of the employees of said party while performing under the terms of this contract. In the case of the USFS, such assumption of liability does not include contractors or subcontractors and is limited to those claims properly allowable by the Federal Tort Claims Act at 18 USC 2671 et seq.
- 12. The LESSOR agrees that the USFS, or any duly authorized representative shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the LESSOR involving transactions relating to this lease.
 - 13. The LESSOR waives any and all claims for restoration of the lease premises.
- 14. This lease may be amended at any time with the mutual consent of both parties; any such amendment to this contract must be in writing and fully executed at the same level as the initial agreement.
- 15. If at any time the LESSOR should decide to abandon this facility and extinguish their underlying lease with Stimson Lumber Company, the remaining parties to the joint operating agreement shall have first right of refusal for assumption through negotiations.

16. This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

List of Exhibits

| Exhibit A | Legal Description |
|--|---------------------------------------|
| Exhibit B | Site Plan |
| Exhibit C | USFS Equipment List at Code 30(d)Site |
| Exhibit D | Minimum Communication Site Standards |
| The Late of the Control of the Contr | Dood Access Man |

Exhibit E Road Access Map

Exhibit F Land Lease between Stimson Lumber and Washington State Patrol

STATE OF WASHINGTON WASHINGTON STATE PATROL

Signature Date

Printed Name and Title

Approved as to Form Date January 1, 2010 by Shelley Williams Assistant Attorney General State of Washington UNITED STATES FOREST SERVICE

Signature Date

Printed Name and Title

WSP ACKNOWLEDGMENT

| STATE OF WASHINGTON) | | |
|---|---|---|
| OUNTY OF THURSTON) | | |
| I certify that I know or have satisfactory evidence the, for the State of Washi Patrol , is the person who appeared before me, and | ington, acting by and thro I said person acknowledge | ugh the Washington State ed that (he/she) signed this |
| instrument, on oath stated that (he/she) was author said instrument to be the free and voluntary act and mentioned in the instrument. | | |
| Dated: | (Signature) | |
| (Seal or stamp) | (Print Name) Notary Public in a Washington, resid | and for the State of |
| | My appointment | expires |

USFS ACKNOWLEDGMENT

| TATE OF WASHINGTON) | | |
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|) ss. OUNTY OF THURSTON) | | |
| certify that I know or have satisfactory evidence the | hat, to me | known to be |
| e, for the State of Washir | ngton, acting by and through the United S | tates Forest |
| ervice, is the person who appeared before me, and | d said person acknowledged that (he/she) | signed this |
| strument, on oath stated that (he/she) was authorit | zed to execute the instrument and acknow | vledged the |
| id instrument to be the free and voluntary act and | deed of such party for the uses and purp | oses |
| entioned in the instrument. | | |
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| | (Signature) | |
| | | (marini-h)-l- |
| Seal or stamp) | (Print Name) | |
| | Notary Public in and for the State | of |
| | Washington, residing at | |
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Exhibit A Legal Description

Code 30(d) Code 30(d)

Stevens County Washington

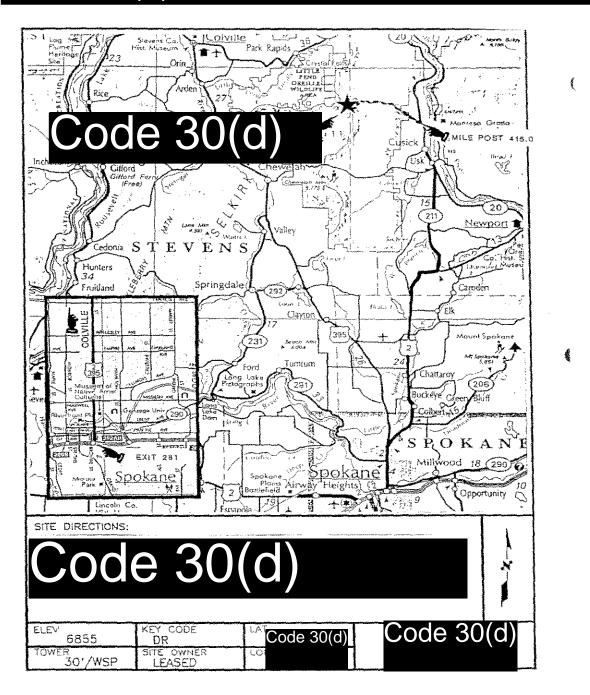


Exhibit B Site Plan

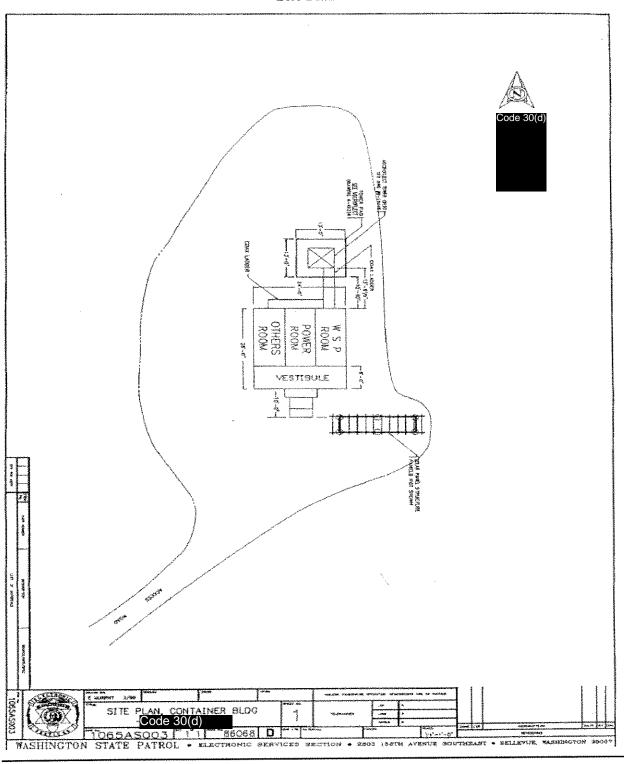


Exhibit C USFS Equipment List at Code 30(d)Site

| OWNER | MANUFACTURER | SIZE TYPE | LOCATION | AGL FT |
|-------|--------------|-----------|----------|--------|
| USFS | CELLWAVE | 5' VHF | LEG A | 40' |
| USFS | CELLWAVE | 18' VHF | C FACE | 40' |
| USFS | | 5' VHF | LEG D | 40' |

Exhibit D Washington State Patrol Minimum Communication Site Standards

- 1. WSP retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
- 2. Each transmitter at the site will be identified with the WSP document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
- 3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
 - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of

WSP Agreement No.: C130065GSC

attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

- 4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
 - a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

- j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- 1. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

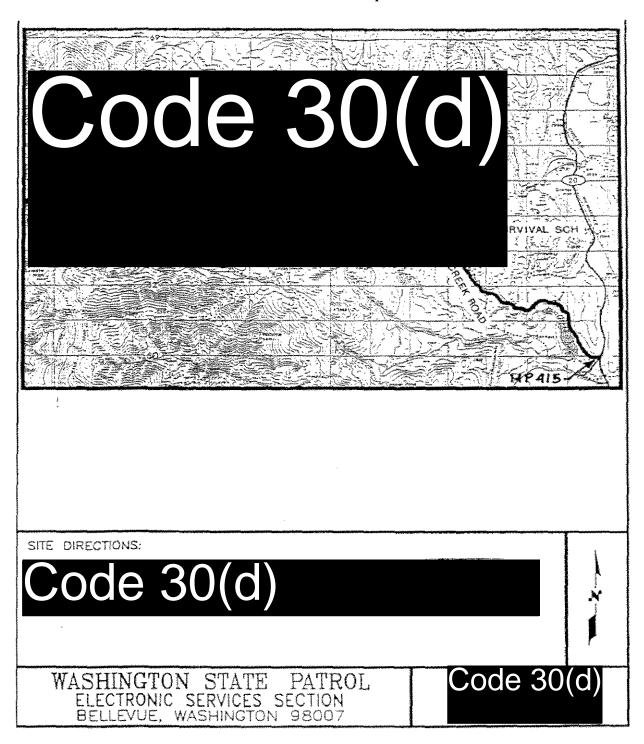
a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

In the event radio interference occurs, Lessee shall take all measures necessary to eliminate the interference within 48 hours after receipt of the Interference Notice. If the interference affects emergency services or public safety, WSP shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this Subsection, WSP shall be deemed to have contacted Lessee when WSP places a call to **Contracting Officer at 509-684-7000**. It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION.

- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. WSP has the right to require the offending <u>transmitter</u> owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected <u>receiver</u> owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without

- surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.
- 6. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
- 7. Electrical Standards in State Facilities:
- a. Only assigned electrical outlets shall be used.
- b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
- c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- d. Equipment and units shall have internal fusing to protect the supply circuit.
- e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.
- f. Equipment and units shall have their own surge protection.
- 8. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.
- 9. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Washington State Patrol, Radio Program.

Exhibit E Road Access Map





C 100824GSC

WSP Agreement No.: C130065GSC

Code 30(d) RADIO SITE LEASE — WASHINGTON STATE PATROL

LEASE AGREEMENT dated this 11th day of April, 2010, by and between STIMSON LUMBER COMPANY, an Oregon corporation ("Lessor") whose address is P.O. Box 1499, Newport, Washington, 99156, and Washington State Patrol ("Lessee") whose address is Facilities Section, Washington State Patrol, PO Box 42626, Olympia, WA 96504-2526 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

Leased Premises. Lessor owns certain property in Stevens County, Washington described as follows:

NEY/NEY Section 21, Township 34 North, Range 42 East, W.M. (the "Property")

A map showing the approximate location of the Property is attached hereto as Exhibit A. Lessor hereby leases to Lessee certain surface ground rights to approximately 1/20 acre, more or less, as depicted on Exhibit A on the Property for purposes of Lessee maintaining an existing radio retay communication tower located approximately at 117°30'12" West Longitude, 48°26'14" North Latitude (the "Leased Premises"). A sketch of the Leased Premises, showing site detail is attached as Exhibit A-1.

- 2. <u>Grant of Access Permit.</u> Lessor hereby grants to Lessee permission to cross the Property on, over and across existing roads located approximately as shown on Exhibit A for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate automatically on the termination date as set forth in this Lease Agreement.
- 3. <u>Purpose.</u> Lessee shall use the Leased Premises for the operation and maintenance of a radio communications facility, and for no other purpose.
- 4. <u>Term.</u> The initial term of this Lease Agreement shall commence on January 1, 2010 and end December 31, 2015, and shall renew automatically on January 1, 2016 for an additional one-year term ending December 31, 2016 (the "First Renewal Term"), unless either party provides written notice of termination as provided in Paragraph 6 before the end of the initial term. Thereafter, the Lease Agreement shall continue to automatically renew for additional one-year terms beginning on January 1st and ending December 31st of each year, unless either party provides written notice of termination as provided in Paragraph 6 prior to the end of the then-current term. The terms and conditions in this Lease Agreement shall remain in full force and effect for each renewal term, except that rent for any renewal term shall be as described in Paragraph 5 hereof. Notwithstanding the foregoing, this Lease Agreement may be terminated pursuant to Paragraph 6 hereof.
- 5. <u>Rental Amount.</u> Lessee shall pay to Lessor One Thousand Two Hundred Dollars (\$1,200.00) per year as rent for the initial term due upon full execution of this Lease Agreement. For each renewal term thereafter, Lessor retains the right to adjust the rental amount for any renewal term in Lessor's sole discretion; provided Lessor shall give Lessee notice of any rent increase at least 90 days prior to the end of the then-current term. Rent shall be paid to Stimson Lumber Company at P.O. Box 1499, Newport, WA 99156 or such other place as Lessor may designate.

Exhibit F

Land Lease between Stimson Lumber and Washington State Patrol

6. Termination.

- a. If the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon Thirty (30) days written notice to Lessee. In the event of such termination, Lessee shall remove any and all improvements located on or within the Leased Premises.
- b. Lessor, in its sole discretion, may terminate this Lease Agreement, in whole or in part, with or without cause, upon Ninety (90) days written notice to Lessee during the term of the Lease Agreement. In the event of such termination, Lessor shall refund to Lessee any advance rent on a pro-rated basis based upon the remaining term of the Lease Agreement. In addition, Lessee must remove any improvements owned by Lessee located on or within the Leased Premises during such Ninety (90) day period. Lessee must provide to Lessor proof of ownership of any improvements prior to removal of such improvements.
- c. Lessee, at its election, may terminate this Lease Agreement, in whole or in part, upon Ninety (90) days written notice to Lessor. In the event of such termination, Lessee and Lessor agree that Lessor may retain any unused portion of advance rent paid to Lessor as liquidated damages. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the Ninety (90) day period. Lessee must provide to Lessor proof of ownership of any improvements prior to removal of such improvements.
- d. In the event of termination of this Lease Agreement for any reason whatsoever, Lessee shall, at its sole expense, leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor. In the event of Lessee's failure to do so, Lessor may cause such clean-up to be accomplished and Lessee shall reimburse Lessor for any such clean-up work which includes, in whole or in part, retention of advance rent in part (b) of this paragraph.

7. Reserved Rights.

- a. The Lessor reserves unto itself, and to others designated by it, the right to use the Lessed Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights of the Lessor to include but not be limited to the right to cross over or under the Lessed Premises at any point for the purpose of constructing, operating and maintaining electric transmissions lines, communication lines, pipelines, conduits and roadways.
- b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting the Leased Premises.
- 8. Improvements. Provided that the current footprint of Lessee's installations is not expanded without prior written authorization, Lessee may construct improvements on the Leased Premises. Any such improvements must comply with the applicable county, state and federal laws and regulations and must not interfere with the rights and operations of other government agencies. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement and any renewals hereof. All improvements constructed by Lessee during the term hereof including all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall be the property of the Lessee, notwithstanding the conditions set forth in Paragraph 6.
- 9. <u>Compliance with Laws.</u> Lessee shall comply strictly with all applicable laws of the State of Washington and the United States, rules and regulations now in effect, or hereafter to be enacted and effective during the term of this Lease Agreement and any renewal hereof, and will hold harmless and indemnify Lessor, from and against any and all loss, cost, damage, suit or expense, fines and penalties in any manner arising out of failure to comply with any such laws, rules or regulations.

10. Restrictions.

- a. Lessee shall cut no timber or reproduction from the Leased Premises without the prior written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.
- b. Lessee will neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof without the prior written consent of the Lessor. Lessee shall not permit the use of the Leased Premises by other parties, whether such use is by formal agreement with a third party or otherwise, without the prior written consent of Lessor. The following public agencies are authorized by prior arrangement with Lessor to maintain communications equipment on this lease site: US Air Force, US Forest Service, US Customs and Border Patrol, Washington Department of Fish and Wildilfe and Washington Department of Natural Resources. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 7 hereof. Notwithstanding the forgoing, Lessor may, in its sole discretion, adjust the rental rate and/or charge an assignment fee in case of assignment of this Lease Agreement or any sublease of the Leased Premises.
- 11. Hazardous Materials. The Lessee hereby releases and shall indemnify the Lessor, from all costs, losses, fiabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 13 after the effective date of the amendment. Moreover, to the extent that Washington law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. In addition, the provisions of this Paragraph 13 shall survive the termination of this Lease Agreement.
- 12. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Washington, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premised or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.
- 13. <u>Indemnification</u>. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor, from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein

granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

- 14. <u>Insurance</u>. Grantee shall, at all times, maintain in full force and effect comprehensive public liability insurance covering the Easement Area and its operations thereon with a financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person and consequential damages arising therefrom, and comprehensive property damage insurance in the amounts shown on the attached Exhibit B which are made a part of this agreement by this reference. Grantee's liability insurance policy shall name Grantor as an additional named insured and shall contain a provision that the policy may not be canceled without 30 days' prior written notice given to Grantor.
- 15. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.
- 16. <u>Severability.</u> If any provision of this Lease Agreement (other than those relating to payment of rent) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17. <u>Assignability</u>. Lessee shall not assign Lessee's rights or obligations under this Agreement without the written consent of Lessor, at Lessor's sole discretion.
- 18. <u>Amendments to Lease Agreement</u>. Any amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee.
- 19. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Washington.
- 20. Meaning of Terms. Words of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.
- 21. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.
- 22. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, first class, postage prepaid, addressed to the other party as follows:

LESSOR:

STIMSON LUMBER COMPANY P.O. Box 1499 Newport, Washington 99156 Attn: Ooug Smith

with a copy to:

STIMSON LUMBER COMPANY P.O. Box 1499 Newport, Washington 99156 Attn: Ted Carlson

LESSEE:

WASHINGTON STATE PATROL Facilities Section PO Box 42626 Olympia, WA 98504-2526

Either party may change its notice address by written notice to the other party.

- 23. <u>Tort Liability</u> Lessee shall assume all responsibility and costs for the construction, maintenance and operation of said radio communications facility; and shall receive and consider, under the Tort Claims and the Federal Claims Collection Act of 1966, any claims which arise from personal injury or death, or damage to or destruction of property resulting partly or wholly, directly or indirectly, from its exercise of the rights herein granted.
- 24. <u>Arbitration</u>. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration before one arbitrar in the State of Washington. At the option of the first to commence an arbitration, the arbitration shall be administered by JAMS pursuant to all relevant Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

| STIMSON LUMBER COMPANY | |
|--------------------------------------|--------------------------------------|
| BY: Dolig Smith, Real Estate Manager | BY: Ted Carlson, WA Fee Land Manager |
| WASHINGTON STATE PATROL | |
| BY: Title: | |
| | ASSISTANT ATTORNEY GENERAL |

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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STATE OF WASHINGTON WASHINGTON STATE PATROL AMENDMENT TO COMMUNICATION RENTAL AGREEMENT AMENDMENT NO.1

Agreement No. C130065GSC

Lessee's Reference No. AG-05G1-P-12-0042 Renewal Reference No. AG-05G1-P-17-0007

Code 30(d)

WASHINGTON STATE PATROL (WSP) acting in the capacity as "LESSOR", and the UNITED STATES FOREST SERVICE, hereinafter the "USFS", entered into the State Rental Agreement ("Lease") referred to above as of January 1, 2012 with a term of five (5) years expiring on December 31, 2016.

WHEREAS the USFS agreed in the joint operating agreement to pay one-third (1/3) of the primary lease cost thereafter.

WHEREAS the Washington State Patrol agrees to maintain in full force and effect the primary lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY and the Washington State Patrol.

WHEREAS, the parties wish to extend the lease with the same terms and conditions; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Agreement, the State and USFS agree to the following:

- 1. That the existing lease between the parties is extended on the same terms and conditions for an additional five (5) years.
- 2. That this lease extension shall commence on the 1st date of January, 2017 and terminate on the 31st day of December, 2021.

Communication Site Lease – Code 30(d)

WSP Agreement No. C130065GSC Amendment 1 All other terms and conditions remain the same and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Radio Communication Site Lease Agreement Amendment on the date shown below.

| STATE OF WASHINGTON | UNITED STATES FOREST | SERVICE |
|--------------------------------|---|----------------------|
| WASHINGTON STATE PATROL 3/15/1 | AARON KRETZER C=US, G=US. Government, ou=Department of Agriculture, on=AR90N KRETZER, 0.9:2342.19209300.100.11=12001000959692 | Effective 01/01/2017 |
| Signature Date | Signature | Date |
| ROBERT MAN! (50 | Aaron C Kretzer, Purchasing A | Agent |
| Printed Name and Title | Printed Name and Title | , |

Standard Amendment to Rental Agreement Approved as to Form Date November 30, 2011. by Shelley Williams Assistant Attorney General State of Washington

| SEE BILLING INSTRUCTIONS ON REVERSE D. STREET ADDRESS 765 SOUTH MAIN STREET COLVILLE NATIONAL FOREST D. STREET ADDRESS (or P.O. Box) 17 GF COLVILLE COLVILLE A. STATE e. ZIP CODE WA 99114 | | 76A ¹ | | OF | DER F | OR SU | PPLIES OR SEF | RVICES | | | | PAGE | OF PAGES | 5 |
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| 22. UNITED STATES OF AMERICA BY (Signature) AARON C. KRETZER TITLE: CONTRACTING/ORDERING OFFICER | | | | | | 5 | | CONTRACTOR MANAGEMENT AND ADDRESS OF THE PARTY | \ | | KRETZER | FICER | | |
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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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01/01/2012 AG-05G1-P-12-0042

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| | and governed by the following: (a) this award/order; (b) the Contractors Agreement No. C130065GSC of \$400.00 per calendar year; (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. | | | | And the state of t | |
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PURCHASE ORDER TERMS AND CONDITIONS

If the contracting officer is issuing a "Purchase Order" as opposed to a "Delivery Order", the following clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. In addition, the full texts of the clauses are available on the following website: http://www.arnet.gov/far. If a "Delivery Order" is issued, the order is subject to the terms and conditions of the contract under which it was placed. This list of clauses may be supplemented by the contracting officer.

| 52.222.50 52.223-18 52.225-13 52.232-1 52.232-8 52.232-25 52.233-1 52.233-3 52.233-4 | Combating Trafficking in Persons (FEB 2009) Contractor Policy to Ban Text Messaging While Driving (SEP 2010) Restrictions on Certain Foreign Purchases (JUN 2008) Payments (APR 1984) Discounts for Prompt Payment (FEB 2002) Prompt Payment (OCT 2008) Disputes (JUL 2002) Protest After Award (AUG 1996) Applicable Law for Breach of Contract Claims (OCT 2004) |
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| 52.246-1 | Contractor Inspection Requirements (APR 1984) |
| 52.204-3 | Taxpayer Identification (OCT 1998) |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Jan 2011) |
| 52.222-21 | Prohibition of Segregated Facilities (FEB 1999) |
| 52.222-26 | Equal Opportunity (MAR 2007) (Applicable to all non-exempt contracts and subcontracts) |
| 52 222 11 | E (ADD 1004) |
| 52.232-11 | Extras (APR 1984) |
| 52.244-6 | Subcontracts for Commercial Items (DEC 2010) |
| 52.249-1 | Termination for the Convenience of the Government (Fixed Price) (Short Form) (APR 1984) 1984) |



STATE OF WASHINGTON WASHINGTON STATE PATROL COMMUNICATION SITE RENTAL AGREEMENT

Agreement No. C130065GSC

Lessee's Reference No. AG-05G1-P-12-0042

Code 30(d)

1. THIS LEASE replaces C890062GSC entered into on June 30, 1989 and is made and entered into on this date <u>January 1, 2012</u> by and between the UNITED STATES FOREST SERVICE, hereinafter the USFS, and the WASHINGTON STATE PATROL, an agency organized and existing under the laws of the State of Washington, with principal offices at Budget and Fiscal Services – Contracts, P.O. Box 42602, Olympia, WA 98504-2602, hereinafter the LESSOR, and whose interest in the property hereinafter described is that of Primary Leaseholder.

WITNESSETH:

WHEREAS the Washington State Patrol, the Air Force, and the United States Forest Service entered into a joint agreement for the operation and maintenance of a joint antenna site with the Washington State Patrol assuming the role of primary site manager; and

WHEREAS the Washington State Patrol, as site manager, assumes full responsibility for and agrees to provide the engineering of the site, to provide all necessary buildings, the tower, the batteries, and all of the expertise to make this site a viable and professionally operated communications facility. Likewise the USFS will follow the attached Exhibit D Communication Site Standards;

and

WHEREAS the Washington State Patrol agrees to maintain in full force and effect the primary lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY and the Washington State Patrol; and

WHEREAS under the joint operating agreement, the Washington State Patrol, the Air Force and the United States Forest Service have made major improvements on the site; and

WHEREAS the USFS will be a primary user of the facility and agreed in the joint operating agreement to participate in the cost of site development and to pay one-third of the primary lease cost thereafter:

NOW THEREFORE, the parties do mutually agree as follows:

| 2. The LESSOR hereby grants to the USFS joint use of an antenna site consisting of three |
|--|
| eight (8) by twenty (20) foot modular buildings, one designated for use and occupation of the |
| USFS and the AIR FORCE, the other two (2) used to facilitate the power needs of the site and |
| the use of the LESSOR, all located in Code 30(d) |
| Code 30(d) Stevens County, Washington at a location on code 30(d) just south of the code 30(d) |
| more completely depicted on Exhibit A, attached hereto and by this reference made a part hereof, |
| to be used as a radio communications facility. |

- 3. TO HAVE AND TO HOLD the said premises for a term beginning 1 January 2012 and ending 31 December, 2015, provided that unless and until the USFS shall give notice of termination in accordance with paragraph six (6) hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available for year to year for the payment of rental; and provided further that the lease shall in no event extend beyond 31 December, 2015.
 - 4. The USFS shall pay the LESSOR:
- a. The USFS shall pay the LESSOR land rent at the rate of FOUR HUNDRED DOLLARS (\$400.00) per annum in arrears beginning January 1, 2012. Rent is subject to adjustment under the primary land lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY AND THE WASHINGTON STATE PATROL. WHEREAS the USFS agreed in the joint operating agreement to pay one-third of the primary lease cost thereafter. See attached Exhibit F: Land Lease between Stimson Lumber and Washington State Patrol.
- b. All payments made under this lease shall be made payable to the Washington State Patrol at the address indicated in paragraph 1 above.

- c. Payments will be made by the COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 5. The USFS shall have the right during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures shall be and remain the property of the USFS and may be removed or otherwise disposed of the USFS. All actions will be subject to prior written approval of the Washington State Patrol, which approval shall not be unreasonably withheld.
- 6. The USFS and/or LESSOR may terminate this lease at any time by giving ninety (90) days notice in writing to the other party, and no rental shall accrue after the effective date of termination.
- 7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the USFS shall be addressed to the LESSOR at the address indicated in paragraph 1 above, and if by the LESSOR to the USFS at COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 8. The LESSOR warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the LESSOR for the purpose of securing business. For breach or violation of this warranty, the USFS shall have the right to annul this lease without liability, or in its discretion, to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. No member of, or delegate to, Congress of Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

- a. The USFS may, by written notice to the LESSOR, terminate the right of the LESSOR to proceed under this lease if it is found, after notice and hearing, by a USFS authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LESSOR, or any agent or representative of the LESSOR, to any employee of the USFS with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided that the existence of facts upon which the USFS or authorized representative makes such findings shall be an issue and may be reviewed in any competent court.
- b. In the event this lease is terminated as provided in paragraph 10.a hereof, the USFS shall be entitled (i) to pursue the same remedies against the LESSOR as it could pursue in the event of a breach of the lease by the LESSOR and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the USFS or a duly authorized representative) which shall not be less than three, nor more than ten, times the costs incurred by the LESSOR in providing any such gratuities to any employee.
- c. The rights and remedies of the USFS provided in this cause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.
- 11. The LESSOR and the USFS shall defend, protect, and hold harmless the other party from and against all claims, suits, or actions arising from any act or omission of the employees of said party while performing under the terms of this contract. In the case of the USFS, such assumption of liability does not include contractors or subcontractors and is limited to those claims properly allowable by the Federal Tort Claims Act at 18 USC 2671 et seq.
- 12. The LESSOR agrees that the USFS, or any duly authorized representative shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the LESSOR involving transactions relating to this lease.
 - 13. The LESSOR waives any and all claims for restoration of the lease premises.
- 14. This lease may be amended at any time with the mutual consent of both parties; any such amendment to this contract must be in writing and fully executed at the same level as the initial agreement.
- 15. If at any time the LESSOR should decide to abandon this facility and extinguish their underlying lease with Stimson Lumber Company, the remaining parties to the joint operating agreement shall have first right of refusal for assumption through negotiations.

16. This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

List of Exhibits

| Exhibit A | Legal Description |
|-----------|---------------------------------------|
| Exhibit B | Site Plan |
| Exhibit C | USFS Equipment List a Code 30(d) Site |

Exhibit D Minimum Communicati
Exhibit E Road Access Map

Exhibit F Land Lease between Stimson Lumber and Washington State Patrol

STATE OF WASHINGTON WASHINGTON STATE PATROL

Signature

Date

Printed Name and Title

UNITED STATES FOREST SERVICE

/Date

DIANON METCEL

Approved as to Form Date January 1, 2010 by Shelley Williams Assistant Attorney General State of Washington

WSP ACKNOWLEDGMENT

| STATE OF WASHINGTON) | |
|--|---|
| COUNTY OF THURSTON) | |
| I certify that I know or have satisfactory evidence that _ | , to me known to be |
| the, for the State of Washington | , acting by and through the Washington State |
| Patrol, is the person who appeared before me, and said | person acknowledged that (he/she) signed this |
| instrument, on oath stated that (he/she) was authorized to | execute the instrument and acknowledged the |
| said instrument to be the free and voluntary act and deed | of such party for the uses and purposes |
| mentioned in the instrument. | |
| | |
| Dated: | 101 |
| | (Signature) |
| | |
| (Seal or stamp) | (Print Name) |
| | Notary Public in and for the State of |
| | Washington, residing at |
| | |
| | |
| | |
| | My appointment expires |

USFS ACKNOWLEDGMENT

| STATE OF WASHINGTON) | |
|---|---|
| COUNTY OF THURSTON) | |
| I certify that I know or have satisfactory evidence | that, to me known to be |
| the, for the State of Wash | nington, acting by and through the United States Forest |
| Service, is the person who appeared before me, a | and said person acknowledged that (he/she) signed this |
| instrument, on oath stated that (he/she) was author | rized to execute the instrument and acknowledged the |
| said instrument to be the free and voluntary act ar | nd deed of such party for the uses and purposes |
| mentioned in the instrument. | |
| | |
| Dated: | (0) |
| | (Signature) |
| | |
| (Seal or stamp) | (Print Name) |
| | Notary Public in and for the State of |
| | Washington, residing at |
| | |
| | V |
| | |
| | My appointment expires |

Exhibit A Legal Description

Code 30(d) **Code 30(d)**

Stevens County, Washington,

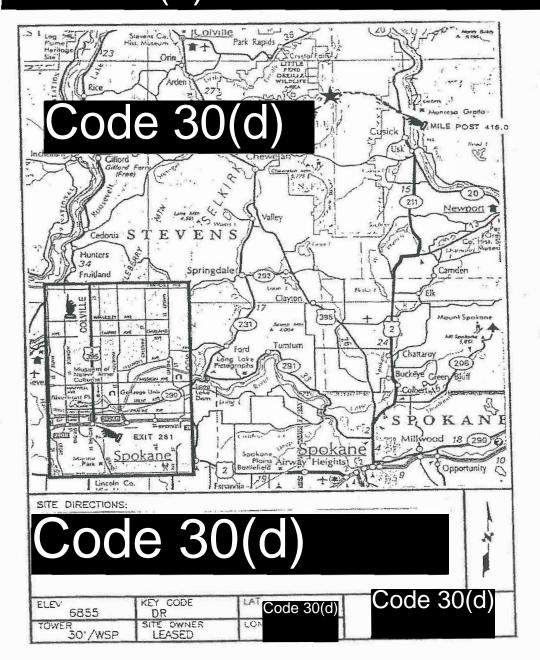


Exhibit B Site Plan

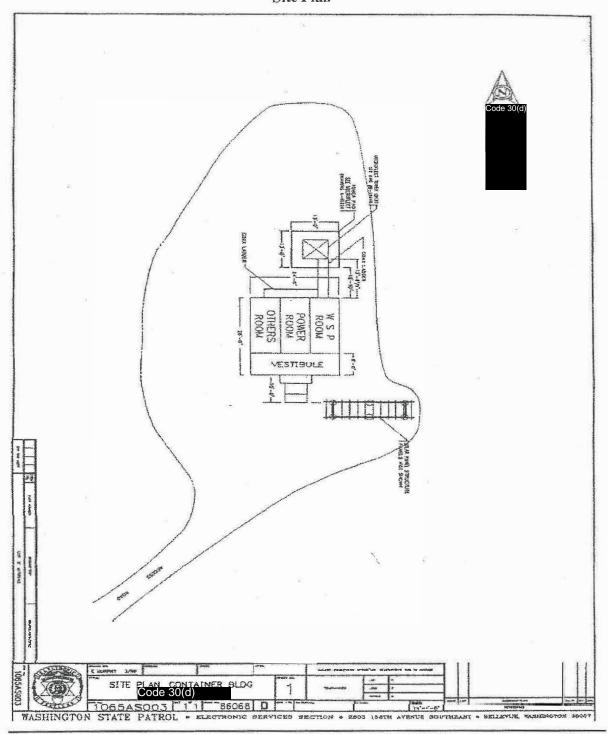


Exhibit C USFS Equipment List at Code 30(d) ite

| OWNER | MANUFACTURER | SIZE TYPE | LOCATION | AGL FT |
|--------------|--------------|-----------|----------|--------|
| USFS | CELLWAVE | 5' VHF | LEG A | 40' |
| USFS | CELLWAVE | 18' VHF | C FACE | 40' |
| USFS | | 5' VHF | LEG D | 40' |

Exhibit D Washington State Patrol Minimum Communication Site Standards

- 1. WSP retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
- 2. Each transmitter at the site will be identified with the WSP document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
- 3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
 - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of

attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

- 4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
 - a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

- j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

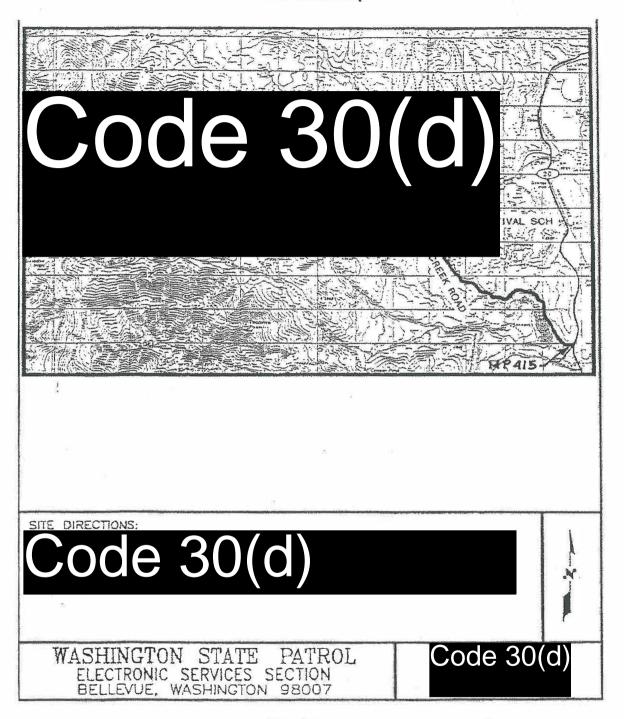
a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

In the event radio interference occurs, Lessee shall take all measures necessary to eliminate the interference within 48 hours after receipt of the Interference Notice. If the interference affects emergency services or public safety, WSP shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this Subsection, WSP shall be deemed to have contacted Lessee when WSP places a call to **Contracting Officer at 509-684-7000**. It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION.

- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. WSP has the right to require the offending <u>transmitter</u> owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected <u>receiver</u> owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without

- surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.
- 6. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
- 7. Electrical Standards in State Facilities:
- a. Only assigned electrical outlets shall be used.
- b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
- c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- d. Equipment and units shall have internal fusing to protect the supply circuit.
- e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.
- f. Equipment and units shall have their own surge protection.
- 8. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.
- 9. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWClC) and the Washington State Patrol, Radio Program.

Exhibit E Road Access Map



STIMSON LUMBER COMPANY

C100824GSC

Code 30(d) RADIO SITE LEASE - WASHINGTON STATE PATROL

LEASE AGREEMENT dated this 11th day of April, 2010, by and between STIMSON LUMBER COMPANY, an Oregon corporation ("Lessor") whose address is P.O. Box 1499, Newport, Washington, 99156, and Washington State Patrol ("Lessee") whose address is Facilities Section, Washington State Patrol, PO Box 42626, Olympia, WA 96504-2526 (the "Lesse Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. <u>Leased Premises</u>. Lessor owns certain property in Stevens County, Washington described as follows:

NEWNEW Section 21, Township 34 North, Range 42 East, W.M. (the "Property")

A map showing the approximate location of the Property is attached hereto as Exhibit A. Lessor hereby leases to Lessee certain surface ground rights to approximately 1/20 acre, more or less, as depicted on Exhibit A on the Property for purposes of Lessee maintaining an existing radio relay communication tower located approximately at 117°30'12" West Longitude, 48°26'14" North Latitude (the "Leased Premises"). A sketch of the Leased Premises, showing site detail is attached as Exhibit A-1.

- 2. <u>Grant of Access Permit.</u> Lessor hereby grants to Lessee permission to cross the Property on, over and across existing roads located approximately as shown on Exhibit A for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate automatically on the termination date as set forth in this Lease Agreement.
- 3. <u>Purpose.</u> Lessee shall use the Leased Premises for the operation and maintenance of a radio communications facility, and for no other purpose.
- 4. <u>Term.</u> The initial term of this Lease Agreement shall commence on January 1, 2010 and end December 31, 2015, and shall renew automatically on January 1, 2016 for an additional one-year term ending December 31, 2016 (the "First Renewal Term"), unless either party provides written notice of termination as provided in Paragraph 6 before the end of the initial term. Thereafter, the Lease Agreement shall continue to automatically renew for additional one-year terms beginning on January 1st and ending December 31st of each year, unless either party provides written notice of termination as provided in Paragraph 6 prior to the end of the then-current term. The terms and conditions in this Lease Agreement shall remain in full force and effect for each renewal term, except that rent for any renewal term shall be as described in Paragraph 5 hereof. Notwithstanding the foregoing, this Lease Agreement may be terminated pursuant to Paragraph 6 hereof.
- 5. Rental Amount. Lessee shall pay to Lessor One Thousand Two Hundred Dollars (\$1,200.00) per year as rent for the initial term due upon full execution of this Lesse Agreement. For each renewal term thereafter, Lessor retains the right to adjust the rental amount for any renewal term in Lessor's sole discretion; provided Lessor shall give Lessee notice of any rent increase at least 90 days prior to the end of the then-current term. Rent shall be paid to Stirnson Lumber Company at P.O. Box 1499, Newpert, WA 99156 or such other place as Lessor may designate.

Communication Site Rental Agreement

WSP Agreement No.: C130065GSC

Exhibit F

Land Lease between Stimson Lumber and Washington State Patrol

6. Termination.

- a. If the Lessee shall fall to pay the Rental Amount when due or falls to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon Thirty (30) days written notice to Lessee. In the event of such termination, Lessee shall remove any and all improvements located on or within the Leased Premises.
- b. Lessor, in its sole discretion, may terminate this Lease Agreement, in whole or in part, with or without cause, upon Ninety (90) days written notice to Lessee during the term of the Lease Agreement. In the event of such termination, Lessor shall refund to Lessee any advance rent on a pro-rated basis based upon the remaining term of the Lease Agreement. In addition, Lessee must remove any improvements owned by Lessee located on or within the Leased Premises during such Ninety (90) day period. Lessee must provide to Lesser proof of ownership of any improvements prior to removal of such improvements.
- c. Lessee, at its election, may terminate this Lease Agreement, in whole or in part, upon Ninety (90) days written notice to Lessor. In the event of such termination, Lessee and Lessor agree that Lessor may retain any unused portion of advance rent paid to Lessor as liquidated damages. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the Ninety (90) day period. Lessee must provide to Lessor proof of ownership of any improvements prior to removal of such improvements.
- d. In the event of termination of this Lease Agreement for any reason whatsoever, Lessee shall, at its sole expense, leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor. In the event of Lessee's failure to do so, Lessor may cause such clean-up to be accomplished and Lessee shall reimburse Lesser for any such clean-up work which includes, in whole or in part, retention of advance rent in part (b) of this paragraph.

7. Reserved Rights.

- a. The Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights of the Lessor to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions lines, communication lines, pipelines, conduits and roadways.
- b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting the Leased Premises.
- 8. Improvements. Provided that the current footprint of Lessee's installations is not expanded without prior written authorization, Lessee may construct improvements on the Leased Premises. Any such improvements must comply with the applicable county, state and federal laws and regulations and must not interfere with the rights and operations of other government agencies. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement and any renewals hereof. All improvements constructed by Lessee during the term hereof including all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall be the property of the Lessee, notwithstanding the conditions set forth in Paragraph 6.
- 9. <u>Compliance with Laws.</u> Lessee shall comply strictly with all applicable laws of the State of Washington and the United States, rules and regulations now in effect, or hereafter to be enacted and effective during the term of this Lease Agreement and any renewal hereof, and will hold harmless and indemnify Lessor, from and against any and all loss, cost, damage, suit or expense, fines and penalties in any manner arising out of failure to comply with any such laws, rules or regulations.

WSP Agreement No.: C130065GSC

10. Restrictions.

- a. Lessee shall cut no timber or reproduction from the Leased Premises without the prior written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.
- b. Lessee will neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof without the prior written consent of the Lessor. Lessee shall not permit the use of the Leased Premises by other parties, whether such use is by formal agreement with a third party or otherwise, without the prior written consent of Lessor. The following public agencies are authorized by prior arrangement with Lessor to maintain communications equipment on this lease site: US Air Force, US Forest Service, US Customs and Border Patrol, Washington Department of Fish and Wildlife and Washington Department of Natural Resources. Any such unauthorized assignment, subtease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 7 hereof. Notwithstanding the forgoing, Lessor may, in its sole discretion, adjust the rental rate and/or charge an assignment fee in case of assignment of this Lease Agreement or any sublease of the Leased Premises.
- 11. Hazardous Materials. The Lessee hereby releases and shall indemnify the Lessor, from all costs, losses, flabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 13 after the effective date of the amendment. Moreover, to the extent that Washington law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. In addition, the provisions of this Paragraph 13 shall survive the termination of this Lease Agreement.
- 12. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjeining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Washington, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premised or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.
- 13. <u>Indemnification.</u> Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor, from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or whotly, directly or indirectly from Lessee's exercise of the rights herein

granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole neoligence of Lessor.

- 14. Insurance. Grantee shall, at all times, maintain in full force and effect comprehensive public liability insurance covering the Easement Area and its operations thereon with a financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person and consequential damages arising therefron, and comprehensive property damage insurance in the amounts shown on the attached Exhibit B which are made a part of this agreement by this reference. Grantee's flability insurance policy shall name Grantor as an additional named insured and shall contain a provision that the policy may not be canceled without 30 days' prior written notice given to Grantor.
- 15. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.
- 16. <u>Severability</u>, if any provision of this Lease Agreement (other than those relating to payment of rent) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17. <u>Assignability</u>, Lessee shall not assign Lessee's rights or obligations under this Agreement without the written consent of Lessor, at Lessor's sole discretion.
- 18. <u>Amendments to Lease Agreement.</u> Any amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee.
- 19. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Washington.
- 20. Meaning of Terms. Words of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.
- 21. Attomeys' Fees. If either party here to is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter preceeds to judgment or is resolved by defaulting party curing such default.
- 22. <u>Notices.</u> Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, first class, postage prepaid, addressed to the other party as follows:

LESSOR:

STIMSON LUMBER COMPANY P.O. Box 1499 Newport, Washington 99156 Attn: Ooug Smith

with a copy to:

STIMSON LUMBER COMPANY P.O. Box 1499 Newport, Washington 99156 Attn: Ted Carlson

LESSEE:

WASHINGTON STATE PATROL Facilities Section PO Box 42626 Olympia, WA 98504-2526

Either party may change its notice address by written notice to the other party.

- 23. Tort Liability. Lessee shall assume all responsibility and costs for the construction, maintenance and operation of said radio communications facility: and shall receive and consider, under the Tort Claims and the Federal Claims Collection Act of 1966, any claims which arise from personal injury or death, or damage to or destruction of property resulting partly or wholly, directly or indirectly, from its exercise of the rights herein granted.
- 24. <u>Arbitration.</u> Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration before one arbitrarion the State of Washington. At the option of the first to commence an arbitration, the arbitration shall be administered by JAMS pursuant to all relevant Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

STIMSON LUMBER COMPANY

BY: Doug Smith, Real Estate Manager

WASHINGTON STATE PATROL

BY: APPROVED AS TO TORRE

ASSISTANT ATTORNEY GENERAL

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| E.IMPORTANT: Contractor Sis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION Code 30(d) Telecommunication T Colville National Forest The purpose of this modifica | (Organized by UC Ower Rent | cal | luding s | olicitation/contract subject matter where feasi | ble.) | ntal | |
| agreement from 12/31/2017 to The total price of this purc the amount of \$400.00. Delivery: 12/31/2018 | 12/31/20 |)18 for the a | amoui | nt of \$400.00. | | | |
| Delivery Location Code: 05G1 | | | | | | | |
| COLVILLE NATIONAL FOREST | | | | | | | |
| 765 SOUTH MAIN STREET | | | | | | | |
| Continued | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | ne document refer | renced in Item 9 A or 10A | 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AARON C. KRETZER | | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | JNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| (Signature of person authorized to sign) | | 1/22/19 | 9, | Digitally signed KRETZER (Signature of Contracting Officer) | by AARON | 01/01/2018 | |
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE CONTINUATION SHEET AG-05G1-P-17-0007/0001 2 2

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

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ORDER FOR SUPPLIES OR SERVICES PAGE NO **SCHEDULE - CONTINUATION** IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO ORDERNO AG-05G1-P-17-0007 01/01/2017 QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES UNIT AMOUNT OUAHIITY ORDERED PRICE (e) ACCEPTED (a) (f) (9) AG-05G1-P-12-0042 which expires after 12/31/2017. The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury, All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendc rs.htm to establish your account. Agency Code: FS00 Budget Yr Start: 17 SHC: 0621WFPR2117 BOC: 2540 Period of Performance: 01/01/2017 to 12/31/2017 Code 30(d) Repeater Site Rental 001 400.00 The total amount of award: \$400.00. The obligation for this award is shown in box 17(i).

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

\$400,00



STATE OF WASHINGTON WASHINGTON STATE PATROL AMENDMENT TO COMMUNICATION RENTAL AGREEMENT AMENDMENT NO.1

Agreement No. C130065GSC

Code 30(d)

Lessee's Reference No. AG-05G1-P-12-0042 Renewal Reference No. AG-05G1-P-17-0007

WASHINGTON STATE PATROL (WSP) acting in the capacity as "LESSOR", and the UNITED STATES FOREST SERVICE, hereinafter the "USFS", entered into the State Rental Agreement ("Lease") referred to above as of January 1, 2012 with a term of five (5) years expiring on December 31, 2016.

WHEREAS the USFS agreed in the joint operating agreement to pay one-third (1/3) of the primary lease cost thereafter.

WHEREAS the Washington State Patrol agrees to maintain in full force and effect the primary lease agreement No.; C100824GSC between the STIMSON LUMBER COMPANY and the Washington State Patrol.

WHEREAS, the parties wish to extend the lease with the same terms and conditions; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Agreement, the State and USFS agree to the following:

- 1. That the existing lease between the parties is extended on the same terms and conditions for an additional five (5) years.
- 2. That this lease extension shall commence on the 1st date of January, 2017 and terminate on the 31st day of December, 2021.

Communication Site Lease -

Code 30(d)

WSP Agreement No. C130065GSC Amendment I

Page 1 of 3

All other terms and conditions remain the same and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Radio Communication Site Lease Agreement Amendment on the date shown below.

| STATE OF W. | ASHINGTON | UNITED ST | UNITED STATES FOREST SERVICE **STATES FOREST | | | | | |
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| WASHINGTO | N STATE PATROL | | | | | | | |
| Signature | Date | Signature | | Date | | | | |
| orginiture | Date | Aaron C Kret | Aaron C Kretzer, Purchasing Agent | | | | | |
| Printed Name a | nd Title | Printed Name | e and Title | • | | | | |

Standard Amendment to Rental Agreement Approved as to Form Date November 30, 2011. by Shelley Williams Assistant Attorney General State of Washington

WSP'S ACKNOWLEDGMENT

| STATE OF WASHINGTON) | |
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| COUNTY OF THURSTON) | |
| on oath stated that (hc/shc) was auth | is the said person acknowledged that (he/she) signed this instrument orized to execute the instrument and acknowledged it as as a sahington State Patrol, to be the free and voluntary act of such oned in the instrument. |
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| before me, and said person acknowle (he/she) was authorized to execute the | ory evidence that is the person who appeared the the control of the contr |
| party for the uses and purposes ment | oned in the instrument. |
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| Communication Site Lease – Code 30(d) | WSP Agreement No. C130065GSC Page 3 of 3 Amendment 1 |

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ORDER FOR SUPPLIES OR SERVICES PAGE NO SCHEDULE - CONTINUATION IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. AG-05G1-P-12-0042 01/01/2012 HEM NO. ODERED ONE UNIT SUPPLIES/SERVICES TRUOMA VIIIIVAUO ACCEPTED (a) (9) and governed by the following: (a) this award/order; (b) the Contractors Agreement No. C130065GSC of \$400.00 per calendar year; (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. Accounting Info: 11.12.12.222222.0621.22.2222222.22.22.2222222 .2540.22.1DP52112.2222 Agency Code (4): 11 Program Code (25): 22222222 BOC: 2540 Sub BOC (2): 22 Cost Org (7): 2222222 Job Code (8): 1DP52112 Sub Cost Org (2): 27 Budget Yr Start (2): 12 Budget Yr End (2): 12 Fund (6): ZZZZZZ Budget Org (7): 0621 Sub Budget Org (2): 22 Report Category (4): 2222 Period of Performance: 01/01/2012 to 12/31/2016 601 Repeater Site Rental 2000 EO 1.00 2,000.00 The total amount of award: \$2,000.00. The obligation for this award is shown in box 17(i). TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))
AUTHORIZED FOR LOCAL REPORTED IN
PREMOUS EDITION NOT USABLE \$2,000.00

PURCHASE ORDER TERMS AND CONDITIONS

If the contracting officer is issuing a "Purchase Order" as opposed to a "Delivery Order", the following clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. In addition, the full texts of the clauses are available on the following website: http://www.arnet.gov/far. If a "Delivery Order" is issued, the order is subject to the terms and conditions of the contract under which it was placed. This list of clauses may be supplemented by the contracting officer.

| 52.222.50 | Combating Trafficking in Persons (FEB 2009) |
|-----------|---|
| 52.223-18 | Contractor Policy to Ban Text Messaging While Driving (SEP 2010) |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUN 2008) |
| 52,232-1 | Payments (APR 1984) |
| 52.232-8 | Discounts for Prompt Payment (FEB 2002) |
| 52.232-25 | Prompt Payment (OCT 2008) |
| 52.233-1 | Disputes (JUL 2002) |
| 52.233-3 | Protest After Award (AUG 1996) |
| 52.233-4 | Applicable Law for Breach of Contract Claims (OCT 2004) |
| 52,246-1 | Contractor Inspection Requirements (APR 1984) |
| 52.204-3 | Taxpayer Identification (OCT 1998) |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Jan 2011) |
| 52,222-21 | Prohibition of Segregated Facilities (FEB 1999) |
| 52.222-26 | Equal Opportunity (MAR 2007) (Applicable to all non-exempt contracts and subcontracts) |
| 52.232-11 | Extras (APR 1984) |
| 52.244-6 | Subcontracts for Commercial Items (DEC 2010) |
| 52.249-1 | Termination for the Convenience of the Government (Fixed Price) (Short Form) (APR 1984) 1984) |



STATE OF WASHINGTON WASHINGTON STATE PATROL COMMUNICATION SITE RENTAL AGREEMENT

Agreement No. C130065GSC

Lessee's Reference No. AG-05G1-P-12-0042

Code 30(d)

1. THIS LEASE replaces C890062GSC entered into on June 30, 1989 and is made and entered into on this date <u>January 1, 2012</u> by and between the UNITED STATES FOREST SERVICE, hereinafter the USFS, and the WASHINGTON STATE PATROL, an agency organized and existing under the laws of the State of Washington, with principal offices at Budget and Fiscal Services – Contracts, P.O. Box 42602. Olympia, WA 98504-2602, hereinafter the LESSOR, and whose interest in the property hereinafter described is that of Primary Leaseholder.

WITNESSETH:

WHEREAS the Washington State Patrol, the Air Force, and the United States Forest Service entered into a joint agreement for the operation and maintenance of a joint antenna site with the Washington State Patrol assuming the role of primary site manager; and

WHEREAS the Washington State Patrol, as site manager, assumes full responsibility for and agrees to provide the engineering of the site, to provide all necessary buildings, the tower, the batteries, and all of the expertise to make this site a viable and professionally operated communications facility. Likewise the USFS will follow the attached Exhibit D Communication Site Standards; and

Communication Site Rental Agreement

WSP Agreement No.: C130065GSC

WHEREAS the Washington State Patrol agrees to maintain in full force and effect the primary lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY and the Washington State Patrol; and

WHEREAS under the joint operating agreement, the Washington State Patrol, the Air Force and the United States Forest Service have made major improvements on the site; and

WHEREAS the USFS will be a primary user of the facility and agreed in the joint operating agreement to participate in the cost of site development and to pay one-third of the primary lease cost thereafter;

NOW THEREFORE, the parties do mutually agree as follows:

- 2. The LESSOR hereby grants to the USFS joint use of an antenna site consisting of three cight (8) by twenty (20) foot modular buildings, one designated for use and occupation of the USFS and the AIR FORCE, the other two (2) used to facilitate the power needs of the site and the use of the LESSOR, all located in Code 30(d)

 Code 30(d) Stevens County, Washington at a location on more completely depicted on Exhibit A, attached hereto and by this reference made a part hereof, to be used as a radio communications facility.
- 3. TO HAVE AND TO HOLD the said premises for a term beginning 1 January 2012 and ending 31 December, 2015, provided that unless and until the USFS shall give notice of termination in accordance with paragraph six (6) hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available for year to year for the payment of rental; and provided further that the lease shall in no event extend beyond 31 December, 2015.
 - 4. The USFS shall pay the LESSOR:
- a. The USFS shall pay the LESSOR land rent at the rate of FOUR HUNDRED DOLLARS (\$400.00) per annum in arrears beginning January 1, 2012. Rent is subject to adjustment under the primary land lease agreement No.: C100824GSC between the STIMSON LUMBER COMPANY AND THE WASHINGTON STATE PATROL. WHEREAS the USFS agreed in the joint operating agreement to pay one-third of the primary lease cost thereafter. See attached Exhibit F: Land Lease between Stimson Lumber and Washington State Patrol.
- b. All payments made under this lease shall be made payable to the Washington State Patrol at the address indicated in paragraph 1 above.

- c. Payments will be made by the COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 5. The USFS shall have the right during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures shall be and remain the property of the USFS and may be removed or otherwise disposed of the USFS. All actions will be subject to prior written approval of the Washington State Patrol, which approval shall not be unreasonably withheld.
- 6. The USFS and/or LESSOR may terminate this lease at any time by giving ninety (90) days notice in writing to the other party, and no rental shall accrue after the effective date of termination.
- 7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the USFS shall be addressed to the LESSOR at the address indicated in paragraph 1 above, and if by the LESSOR to the USFS at COLVILLE NATIONAL FOREST, 765 South Main Street, Colville, WA 99114.
- 8. The LESSOR warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the LESSOR for the purpose of securing business. For breach or violation of this warranty, the USFS shall have the right to annul this lease without liability, or in its discretion, to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. No member of, or delegate to, Congress of Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10).

- a. The USFS may, by written notice to the LESSOR, terminate the right of the LESSOR to proceed under this lease if it is found, after notice and hearing, by a USFS authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LESSOR, or any agent or representative of the LESSOR, to any employee of the USFS with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided that the existence of facts upon which the USFS or authorized representative makes such findings shall be an issue and may be reviewed in any competent court.
- b. In the event this lease is terminated as provided in paragraph 10.a hereof, the USFS shall be entitled (i) to pursue the same remedies against the LESSOR as it could pursue in the event of a breach of the lease by the LESSOR and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the USFS or a duly authorized representative) which shall not be less than three, nor more than ten, times the costs incurred by the LESSOR in providing any such gratuities to any employee.
- c. The rights and remedies of the USFS provided in this cause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.
- 11. The LESSOR and the USFS shall defend, protect, and hold harmless the other party from and against all claims, suits, or actions arising from any act or omission of the employees of said party while performing under the terms of this contract. In the case of the USFS, such assumption of liability does not include contractors or subcontractors and is limited to those claims properly allowable by the Federal Tort Claims Act at 18 USC 2671 et seq.
- 12. The LESSOR agrees that the USFS, or any duly authorized representative shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the LESSOR involving transactions relating to this lease.
 - 13. The LESSOR waives any and all claims for restoration of the lease premises.
- 14. This lease may be amended at any time with the mutual consent of both parties; any such amendment to this contract must be in writing and fully executed at the same level as the initial agreement.
- 15. If at any time the LESSOR should decide to abandon this facility and extinguish their underlying lease with Stimson Lumber Company, the remaining parties to the joint operating agreement shall have first right of refusal for assumption through negotiations.

16. This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

List of Exhibits

| Exhibit A | Legal Description |
|-----------|---------------------------------------|
| Exhibit B | Site Plan |
| Exhibit C | USFS Equipment List at Code 30(d)Site |
| Exhibit D | Minimum Communication Site Standards |
| Exhibit E | Road Access Map |

STATE OF WASHINGTON WASHINGTON STATE PATROL

Signature Date

Printed Name and Title

Exhibit F

Approved as to Form Date January 1, 2010 by Shelley Williams Assistant Attorney General State of Washington

UNITED STATES FOREST SERVICE

Signature U1/2012

Signature Date

Place Kretzer, contracting Hiver

Printed Name and Title

Land Lease between Stimson Lumber and Washington State Patrol

WSP ACKNOWLEDGMENT

| STATE OF WASHINGTON) | |
|---|---|
| COUNTY OF THURSTON) | |
| I certify that I know or have satisfactory evidence | e that, to me known to be |
| the, for the State of Wa | shington, acting by and through the Washington State |
| Patrol, is the person who appeared before me. a | nd said person acknowledged that (he/she) signed this |
| instrument, on oath stated that (he/she) was auth | orized to execute the instrument and acknowledged the |
| said instrument to be the free and voluntary act | and deed of such party for the uses and purposes |
| mentioned in the instrument. | |
| | |
| Dated: | 000000000000000000000000000000000000000 |
| | (Signature) |
| | |
| (Seal or stamp) | (Print Name) |
| | Notary Public in and for the State of |
| | Washington, residing at |
| | |
| | |
| | |
| | My appointment expires |

USFS ACKNOWLEDGMENT

| STATE OF WASHINGTON) | |
|---|--|
| COUNTY OF THURSTON) | 3 |
| I certify that I know or have satisfactory evidence that | , to me known to be |
| the, for the State of Washington | , acting by and through the United States Forest |
| Service, is the person who appeared before me, and said | I person acknowledged that (he/she) signed this |
| instrument, on oath stated that (he/she) was authorized t | o execute the instrument and acknowledged the |
| said instrument to be the free and voluntary act and deed | of such party for the uses and purposes |
| mentioned in the instrument. | |
| Dated: | (Signature) |
| (Seal or stamp) | (Print Name) |
| | Notary Public in and for the State of |
| | Washington, residing at |
| | |
| | My appointment expires |

Exhibit A Legal Description

Code 30(d) Code 30(d)

Stevens County, Washington

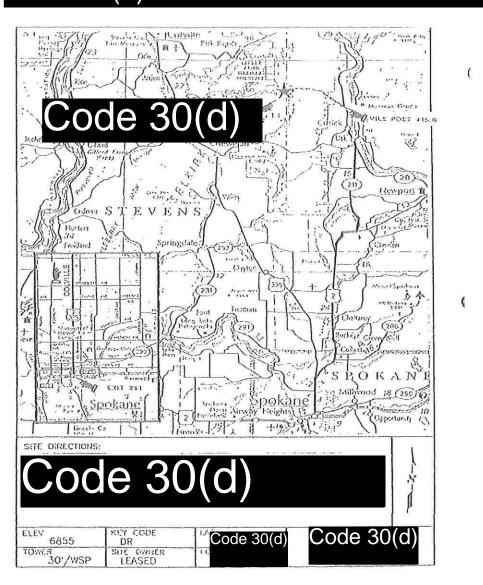
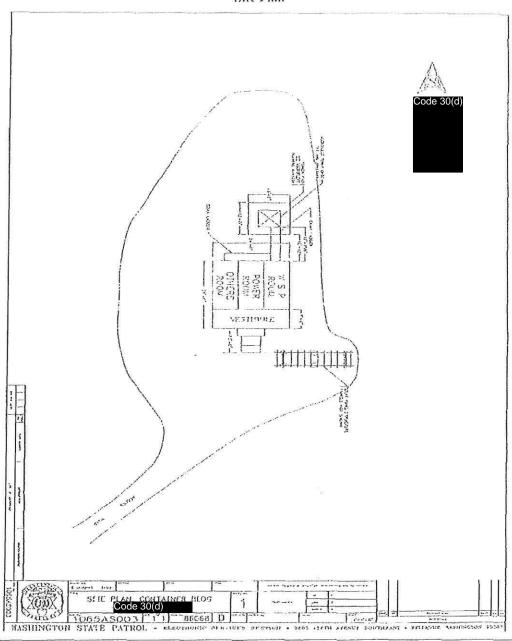


Exhibit B Site Plan



Communication Site Rental Agreement

WSP Agreement No.: C130065GSC

Exhibit C USFS Equipment List at Code 30(d)

| OWNER | MANUFACTURER | SIZE TYPE | LOCATION | AGL FT |
|-------|--------------|-----------|----------|--------|
| USFS | CELLWAVE | 5' VHF | LEG A | 40° |
| USFS | CELLWAVE | 18, AHE | C FACE | 40' |
| USFS | | 2. AHL | LEG D | 40` |

Exhibit D Washington State Patrol Minimum Communication Site Standards

- WSP retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
- Each transmitter at the site will be identified with the WSP document number, name of a
 person or service agency responsible for repairs, their telephone number, equipment
 receive frequency, and equipment transmit/receive tone frequencies.
- 3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
 - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of

attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

- 4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
 - a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

- j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

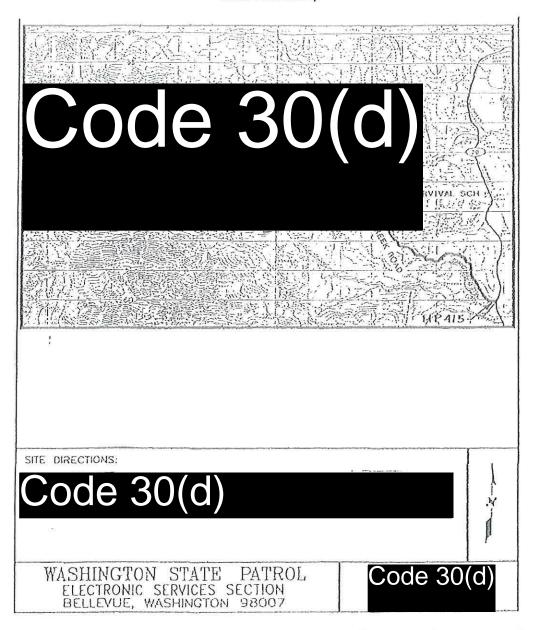
a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

In the event radio interference occurs, Lessee shall take all measures necessary to eliminate the interference within 48 hours after receipt of the Interference Notice. If the interference affects emergency services or public safety, WSP shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this Subsection, WSP shall be deemed to have contacted Lessee when WSP places a call to Contracting Officer at 509-684-7000. It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION.

- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. WSP has the right to require the offending <u>transmitter</u> owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected <u>receiver</u> owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without

- surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.
- 6. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
- Electrical Standards in State Facilities:
- a. Only assigned electrical outlets shall be used,
- Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
- Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- d. Equipment and units shall have internal fusing to protect the supply circuit.
- e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.
- f. Equipment and units shall have their own surge protection.
- These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.
- These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWClC) and the Washington State Patrol, Radio Program.

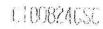
Exhibit E Road Access Map



Communication Site Rental Agreement

WSP Agreement No.: C130065GSC





Code 30(d) RADIO SITE LEASE -- WASHINGTON STATE PATROL

LEASE AGREEMENT dated this 11th day of April, 2010, by and between STIMSON LUMBER COMPANY, an Orogon corporation ("Lesser") whose address is P.O. Box 1490, Newport, Washington, 89156, and Washington State Patrol ("Lessee") whose address is Facilities Section, Washington State Patrol, PO. Box 42626, Olympia, WA 98504-2526 (the "Lesse Agreement")

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged. Lessor hereby leases to Lessor and Lessor hereby leases from Lessor the following described property pursuant to the terms and conditions soft forth herein.

Leased Premises. Losser owns certain property in Stevens County, Washington described as follows:

NEWNEY Section 21, Township 34 North, Rungo 42 East, W.M. (the "Property")

A map showing the approximate location of the Property is attached hereto as Exhibit A. Lessor hereby leases to Lessee certain surface ground rights to approximately 1/20 acre, more or less, as depicted on Exhibit A on the Property for purposes of Lessee maintaining an existing radio relay communication lower located approximately at 117°30'12" West Longitude, 45°26'14" North Latitude (the "Leased Premises"). A sketch of the Leased Premises, showing site detail is attached as Exhibit A-1.

- 2. Grant of Access Permit. Lesser hereby grants to Lossee permission to cross the Property on, over and acress existing roads located approximately as shown on Exhibit A for access to and from the Lessed Premises to the extent reasonably required by Lessee. Such access permission shall terminate automatically on the termination date as set forth in this Lease Agreement.
- Purpose. Lessee shall use the Lessed Premises for the operation and maintenance of a radio communications facility, and for no other purpose.
- 4. Term, The initial term of this Lease Agreement shall commence on January 1, 2010 and end December 31, 2016, and shall remove autematically on January 1, 2016 for an additional one-year form ending December 33, 2016 (the 'First Renewal Term'), unless either party provides written notice of termination as provided in Paragraph 6 before the end of the initial term. Thereafter, the Lease Agreement shall continue to automatically renew for additional one-year terms beginning on January 1st and ending December 31st of each year, unless either party provides written notice of termination as provided in Paragraph 6 prior to the end of the then-current term. The terms and conditions in this Lease Agreement shall remain in full force and effect for each renewal term, except that rent for any renewal term shall be as described in Paragraph 5 hereof. Notwithstanding the foregoing, this Lease Agreement may be forminated pursuant to Paragraph 6 hereof.
- 5. <u>Rental Amount.</u> Lessee shall pay to Lesser One Thousand Two Hundred Ordars (\$1,200.00) per year as rent for the initial term due upon full execution of this Lease Agreement. For each renewal term thereafter, Lesser retains the right to adjust the rental amount for any renewal term in Lesser's sole discretion; provided Lesser shall give Lesser notice of any rent increase at least 90 days prior to the end of the their-current term. Rent shall be paid to Stanson Lumber Company at P.O. Box 1499, Newport, WA 99156 or such other place as Lessor may designate.

WSP Agreement No.: C130065GSC

6. Termination.

- a. If the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lesse Agreement, Lessor may, in its sole discretion, terminate this Lesse Agreement upon Thirty (30) days written notice to Lessee. In the event of such termination, Lessee shall remove any and all improvements located on or within the Lessed Problems.
- b. Lesser, in its sole discretion, may terminate this Lease Agreement, in whole or in part, with or without cause, upon Ninety (90) days written notice to Lessee during the term of the Lease Agreement. In the event of such termination, Lessor shall refund to Lessee any advance rent on a pro-rated basis based upon the remaining term of the Lease Agreement. In addition, Lessee must remove any improvements owned by Lessee located on or within the Leased Promises during such thingty (90) day period. Lessee must provide to Lesser proof of ownership of any improvements prior to removal of such improvements.
- c. Lesson, at its election, may terminate this Lease Agreement, in whole or in part, upon Ninety (90) days written notice to Lessor. In the event of such termination, Lessee and Lessor agree that Lessor may retain any unused portion of advance rent paid to Lessor as liquidated damages. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the Ninety (90) day period. Lessee must provide to Lessor proof of ownership of any improvements prior to removal of such improvements.
- d. In the event of termination of this Lease Agreement for any reason whatscover, Lessoe shall, at its sole expense, leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor. In the event of Lessee's failure to do so, Lessor may cause such clean-up to be accomplished and Lessee shall retinburse Lessor for any such clean-up work which includes, in whole or in part, retention of advance rent in part (b) of this paragraph.

7. Reserved Rights.

- a. The Lessor reserves unto lisuif, and to others designated by it, the right to use the Lessed Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights of the Lessor to include but not be limited to the right to cross over or under the Lessed Premises at any point for the purpose of constructing, operating and maintaining electric transmissions lines, communication lines, pipelines, conduits and roadways.
- b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting the Leased Fromises.
- 8. Improvements. Provided that the current footprint of Lessee's installations is not expanded without prior written authorization, Lessee may construct improvements on the Lessed Premises. Any such improvements must comply with the applicable county, state and federal laws and regulations and must not interfere with the rights and operations of other government agencies. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lesse Agreement and any renewals hereof. All improvements constructed by Lessee during the term hereof including all additions, alterations and improvements thereto or replacements thereof and all appurteriant fixtures, machinery and equipment installed therein shall be the property of the Lessee, notwithstanding the conditions set forth in Peragraph 6.
- 9. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Washington and the United States, rules and regulations now in effect, or hereafter to be enacted and effective during the term of this Lease Agreement and any renewal hereof, and will hold harmless and indemnify Lessor, from and against any and all loss, cost, damage, suit or exponse, fines and penalties in any manner arising out of failure to comply with any such laws, rules or regulations.

10. Restrictions

- n. Lessee shall cut no timber or reproduction from the Lessed Premises without the prior written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.
- b. Lessee will neither assign this Lease Agreement or any interest therein, nor subjet the Leased Premises or any part thereof without the prior written consent of the Lesser. Lessee shall not permit the use of the Leased Premises by other parties, whether such use is by formal agreement with a third party or elnerwise, without the prior written consent of Lesser. The following public agencies are authorized by prior arrangement with Lesser to maintain communications equipment on this lease site: US Air Force, US Forcest Service. US Custems and Border Patrot, Washington Department of Fish and Wildlife and Washington Department of Natural Resources. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 7 hereof. Notwithstanding the forgoing, Lesser may, in its sole discretion, adjust the rental rate and/or charge an assignment fee in case of assignment of this Lease Agreement or any sublease of the Lessed Premises.
- 11. Hazardous Materials. The Lessee hereby releases and shall indemnify the Lessor, from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may prise in the future based in whole or in part upon (a) Lessee's fature to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term heroof, including any renewo's hereof. As used in this Paragreph, the term "applicable environmental laws" shall mean all state, federal, or local taws, statutes, ordinances, rules, regulations, or orders pertending to health or the environment, including, without lightation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used heroin, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCFA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph. 13 after the affective date of the accondment. Moregyer, to the extent that Washington law establishes a meaning for "hazardous substance," "rotease," "solid waste," or "disposat" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. In addition, the provisions of this Paragraph 13 shall survive the termination of this Lease Agreement,
- 12. Fixe Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Leasor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may lincur, or be liable for, to the State of Washington, any forest protective association or to any others, for and on account of lighting and suppressing any fire originating on said Leased Premised or spreading therefore to seid adjoining lands or originating thereon, it being the intent of this Leese Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.
- 13. Indemnification. Lessee will assume all risk of and indemnify and hold harmloss, and at its expense, defend Lossor, from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomseever, including but not limited to employees of Lessor, or damage to or destruction of property to whomseever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein

granted, excepting only such claims, cost, demage, injury or expense which may be caused by the sole negligence of Lessor.

- 14. Insurance. Grantee shall, at all times, maintain to full force and effect comprehensive public liability insurance covering the Easement Area and its operations thereon with a financially responsible insurance company or companies, including coverage for any excident resulting in bodily injury to or death of any person and consequential damages arising therefrom, and comprehensive property damage insurance in the amounts shown on the attached Exhibit B which are made a part of this agreement by this reference. Grantee's flebility insurance policy shell name Granter as an additional named insured and shall contain a provision that the policy may not be canceled without 30 days' prior written notice given to Granter
- 15. Entire Agreement. This document incorporates the entire agreement of the parties and supersodes and replaces any prior written or oral agreement of the parties. No prior representation, slipulation, agreement or understanding will be valid or enforceable unless incorporated herein.
- 16. <u>Severability</u>, if any provision of this Lease Agreement (other than those relating to payment of rent) or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- Assignability. Lessee shall not assign Lossee's rights or obligations under this Agreement without the written consent of Lossor, at Lessor's sole discretion.
- 18. Amendments to Lesse Agreement. Any amendments to this Lesse Agreement must be in writing and executed by both the Lesser and Lessee.
- 19. <u>Governing Law.</u> This Lease Agreement shall be interpreted and construed under the laws of the State of Washington.
- 20. <u>Meaning of Terms</u>. Words of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.
- 21. Altomeys' Foos. If either party hereto is required to rotain an attempt to bring suit to enforce any provision of this Loase Agreement, the substantially provaling party shall be entitled to reasonable atterneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party outing such default.
- 22. <u>Netices.</u> Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, first class, postage prepaid, addressed to the other party as follows:

LESSOR:

STIMSON LUMBER COMPARY P.O. Box 1499 Newport, Washington 99150 Attn: Ooug Smith

with a copy to:

STMSON LUMBER COMPANY P.O. Box 1499 Newport, Washington 99159 Ath: Ted Cadson

LESSEE

WASHINGTON STATE PATROL Facilities Section PO Dax 42626 Clympla, WA 98504-2526

Either party may change its notice address by written notice to the other party.

- 23. Lort Liability. Lesses shall assume all responsibility and costs for the construction, maintenance and operation of said radio communications facility; end shell receive and consider, under the Tort Claims and the Foderal Claims Collection Act at 1966, any claims which arise from personal injury or death, or damage to or destruction of property resulting partity or whetly, directly or indirectly, from its exercise of the rights herein granted.
- 24. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration before one arbitrar in the State of Washington. At the option of the first to commence an arbitration, the arbitration shall be administered by JAMS pursuant to all relevant Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This charse shall not preclude parties from seeking provisional remedies in ald of arbitration from a court of appropriate jurisdiction.

44 WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written,

STIMSON LUMBER COMPANY

BY: Doing Smith, Real Estate Manager

sv. led Col

WASHINGTON STATE PATROL

Title

CONSESS MANUSCO

| AMENDME | ENT OF SOLICITATION/MODIFIC | CATION OF CONTRACT | | 1. CONTRACT ID CODE | F | PAGE OF PAGES |
|--|---|---|-------------|---|---------------------|---------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | | | 1 2 |
| | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REC | QUISITION/PURCHASE REQ. NO. | 5. PRO | DJECT NO. (If applicable) |
| 0002 6. ISSUED BY | Y CODE | See Block 16C | | 2007600-20 | CODE | |
| COLVILL 765 SOU | JE NATIONAL FOREST JTH MAIN STREET JE WA 99114 | | | MINISTERED BY (If other than Item 6) | OODL | |
| 8. NAME AND | ADDRESS OF CONTRACTOR (No., stree | et, county, State and ZIP Code) | (x) 9A | . AMENDMENT OF SOLICITATION NO. | | |
| ATTN JUI BUDGET F PO BOX 4 L5000337 | | 88838540000 | 9B x 10/A(| A. MODIFICATION OF CONTRACT/ORD G-05G1-P-17-0007 B. DATED (SEE ITEM 13) | ER NO. | |
| CODE 15 | 500033791# | FACILITY CODE | - I o | 1/01/2017 | | |
| | ,00007511 | 11. THIS ITEM ONLY APPLIES TO | 351 | AND DESCRIPTION SAID | | |
| | A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A. | 2570 MODIFICATION OF CONTRACTS/ORDE PURSUANT TO: (Specify authority) Th | ERS. IT MO | CES SET FORTH IN ITEM 14 ARE MADE MINISTRATIVE CHANGES (such as char OF FAR 43.103(b). | IN THE CONT | D IN ITEM 14. |
| | C. THIS SUPPLEMENTAL AGREEMEN | | | | | |
| | | | | | | |
| ., | D. OTHER (Specify type of modification | (E-5) | | | | |
| X | FAR 52.212-4(c) Char | 3 | | 1 | | |
| E. IMPORTANT | CARC SECRETARISTO SERVICES PERSONNELLOS | | | 1 copies to the is | | |
| Code 30 | e National Forest | ion Tower Rental | | | | |
| agreemen | pose of this modificant from 12/31/2018 to al price of this purc | 12/31/2019 for the | amour | nt of \$400.00. | | |
| | amount of \$400.00. | order 15 incre | abed 1 | 120m 7000.00 to 91,20 | , a | IIICI Case |
| | 7: 12/31/2019 | | 31 | | | |
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| | E NATIONAL FOREST | | | | | |
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| Except as prov | vided herein, all terms and conditions of th | ne document referenced in Item 9 A or 1 | 10A, as her | retofore changed, remains unchanged and | d in full force a | and effect. |
| 4 | ND TITLE OF SIGNER (Type or print) Tee, Chief Contract | to afficer | | NAME AND TITLE OF CONTRACTING C | OFFICER (Type | e or print) |
| | | | | ON C. KRETZER | | |
| 15B. CONTRA | CTOR/OFFEROR | 15C. DATE SIGNED | 16B. U | JNITED STATES OF AMERICA | nment, ou=Departme | 16C. DATE SIGNED |
| | (Signature of person authorized to sign) | - 10/19 | | | 100.1.1=12001000959 | 9692 05/16/2019 |
| (| (Signature of person authorized to sign) 152-8070 | ' / | | (Signature of Contracting Officer) | | FORM 30 (REV. 10-83) |

NSN 7540-01-152-8070 Previous edition unusable Prescribed by GSA FAR (48 CFR) 53.243

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | _ |
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| | AG-05G1-P-17-0007/0002 | 2 | 2 | |

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

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| ANGENDAGE | ENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | | 1. CONTRACT ID CODE | P/ | AGE OF PAGES |
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| AMENDME | ENT OF SOLICITATION/MODIFIC, | ATION OF CONTRACT | | | | 1 2 |
| 2. AMENDME | NT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. F | EQUISITION/PURCHASE REQ. NO. | 5. PROJ | JECT NO. (If applicable) |
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| 6, ISSUED BY | | F09 | 7.1 | ADMINISTERED BY (If other than Item 6) | CODE | |
| 5275 Le MS: BMO | VISION OF CONTRACTING esburg Pike hurch VA 22041-3803 | AND FA | | | | |
| | | 3 | | | | |
| 3. NAME AND | ADDRESS OF CONTRACTOR (No., street | county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | Aura A | (4) (4) (4) (4) (4) (4) (4) (4) (4) (4) |
| STATE PAT | ROL, WASHINGTON STATE DE | PA TMENT OF THE | | | | |
| Attn: JULIE | | | | 9B. DATED (SEE ITEM 11) | | |
| | VE SW RM116 | | | | | |
| LYMPIAW | VA 98504-0001 | | х | 10A, MODIFICATION OF CONTRACT/ORDER F12PX02940 | R NO. | V1 |
| | | | | £12PX02940 | | |
| | | | | 10B, DATED (SEE ITEM 13) | | *************************************** |
| CODE 00 | 70061260 | FACILITY GODE | 1 | 09/02/2012 | | |
| | ,,0001200 | 11, THIS ITEM ONLY APPLIES TO | AMEN | Construction of the Constr | | |
| Offers must items 8 and separate let THE PLACE virtue of this reference to | 115, and returning colliter or telegram which includes a reference to DESIGNATED FOR THE RECEIPT OF Cs amendment you desire to change an offe the solicitation and this amendment, and | rior to the hour and date specified in the ples of the amendment; (b) By acknown to the solicitation and amendment num DFFERS PRIOR TO THE HOUR AND It or already submitted, such change may its received prior to the opening hour an | e solici edging nbers. DATE S be ma | tallon or as amended, by one of the following recelpt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGEMENT PECIFIED MAY RESULT IN REJECTION OF de by telegram or tetter, provided each telegra | methods: (a) offer submit TO BE RECE YOUR OFFE | (led ; or (c) By EIVED AT ER If by |
| 2. ACCOUNT)1 | TING AND APPROPRIATION DATA (If requ | ilred) Ne | t D | ecrease: | -\$464. | 50 |
| | 13. THIS ITEM ONLY APPLIES TO M | ODIFICATION OF CONTRACTS/ORDE | RS. IT | MODIFIES THE CONTRACT/ORDER NO. AS | DESCRIBED | IN ITEM 14. |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A. | PURSUANT TO. (Specify authority) TH | E CHA | NGES SET FORTH IN ITEM 14 ARE MADE I | 1 THE CONT | (RACT |
| | B. THE ABOVE NUMBERED CONTRAC | T/ORDER IS MODIFIED TO REFLECT | T THE. | ADMINISTRATIVE CHANGES (such as chang ITY OF FAR 43.103(b), | es In paying | oifice, |
| | C. THIS SUPPLEMENTAL AGREEMEN | | | | | |
| | S. THO SOLLETING MENONCEMENT | TO ENTENED INTO TONOGRAM TO | - Contro | MIT OI. | | |
| | D. OTHER (Specify type of modification | mat of a market | | | | |
| X | FAR 4.804 Closeout o | | | | | |
| E. IMPORTAN | ALCO CHINALINGARIAN MARIANTANIAN | | The Control | ım copies to the lss | H. Handelman, P. C. College | |
| | | | | g solicitation/contract subject matter where fe | | SOUND SACROOD |
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| | 5 | | | e services provide and to services provide and to services provide and to services and the services are services. | | |
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| | 11th Ave. | | | | | |
| | d OR 97232 US | | | | | |
| ontinue | | | | | | |
| | vided herein, all terms and conditions of th ND TITLE OF SIGNER (Type or print) | e document referenced in Item 9 A or 1 | | herelofore changed, remains unchanged and BA. NAME AND TITLE OF CONTRACTING OF | | |
| C | ORGOT IN | Mhi (FO | | ichael Coghill | i ioen (19pa | e or piany |
| 5B. CONTRA | CTOR/OFFICROR | 16C, DATE/SIGNED | 12.0 | B. UNITED STATES OF AMERICA | | 16C, DATE SIGNED |
| // | 1.1/201/12 | 11/1 | | MICHAEL COGHILL Digitally algored to Date: 2018.01.25 | y MICHAEL COG | |
| 1 | (Signature of pursuing a Worized to sign) | 011 (/21/ | 2 | (Signature of Contracting Officer) | 14.03.20-05.00 | X . |
| NSN 7540-01- | -152-8070 | 9 /31/19 | 5 | | | D FORM 30 (REV. 10-83) |
| Previous edition | on unusable | / / 1 | | | Prescribed | |

| | JATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED F12PX02940/P00008 | | | - ventament en | PAGE OF 2 |
|-----------------|--|-----------------|------------------------------|-------------------|---------------|
| | EROR OR CONTRACTOR TROL, WASHINGTON STATE DEPA TMENT OF THE | | 38 | | # |
| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
| | Account Assignm: K G/L Account: 6100.257J0 Business Area: F000 Commitment Item: 257J00 Cost Center: FF01R09000 Functional Area: FRS126400.000000 Fund: 178F1611MD Fund Center: FF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct Assign: 01 FOB: Destination Period of Performance: 10/01/2012 to 09/30/2017 Change Item 00130 to read as follows(amount shown is the obligated amount): | | | El Company | 1963 11 |
| 00130 | FY17 usage overages per the agreement with WSP | | | Se Se | -464. |
| | Period of Performance: 08/01/2017 to 09/30/2017 Direct questions regarding this order to Michael | | Store De Brown Store Company | | c g |
| | Coghll on (703) 358-2288 or via email: Michael_Coghill@fws.gov | | | ü | |
| | Direct technical questions to Brian Lower, (503) 531-6997 | | | | |
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Washington State Patrol

Budget ar Fiscal Services Contract Notice tion Form ⊠ Billable over \$10,000 ☐ Billable under \$10,000 ☐ Payable Other: WSP Contract Number Other Contract Number A/R Number C130211GSC (1) F12PX02940 Contract Start Date Contract End Date CFDA No. **OFSR** 10/01/2012 09/30/2014 Yes No Contract Title Radio Communications Contractor Name Contractor EIN/SSN U.S. Fish and Wildlife Service, Div of Contracting and GE Contractor Contact Address 911NE 11th Avenue, Portland OR 92232-4181 Contractor Contact Name Contractor Contact Phone BFS Contracts Specialist Name Ms. Valerie Reinholz 541-488-6504 Terri Johnson Contractor E-Mail Address BFS Accountant Name Contractor Contact Fax valarie reinholz@fws.gov 541-482-4989 Teresa Morgan WSP Project Manager WSP Section/Division/Bureau BFS Budget Analyst Name Mark Layhew COM Shawn Eckhart Remarks: Radio dispatching: \$400 per month for 1st 150 calls, then \$2.78 per call up to 4,999 transactions; then \$2.50 per call for 5,001 or more going back to call 151 for discount. Communications training; actual salaries/ benefits, mileage and indirect. Billable code is for Com Div training services only. Contract Amount Position Signature and Date Previous \$4,800.00 Grants and Contracts Manager Contract Amount Allot: ☐Yes ☒No Amendment **Budget Manager** \$4.800.00 Amount Unanticipated Receipt: ☐Yes ☒No Revised Total W \$9,600.00 **BFS Administrator** Amount **Accounting Manager** Revenue Code Major Sub/ Account Percent/ Master Index EA PI Project subsub Billable Code Major Code Sub Source Amount Object Group Source 0000RC2F 081 030 00390 RC2F OUR CZK RC2F Com Div Billable Contracts Only Regular Time X Yes □ No Special Rules: Overtime □ No X Yes Voluntary Overtime Yes ⊠ No Mileage ☐ No Allow Leave Yes ⊠ No Positions hard-coded to contract: Yes ⊠ No Yes Captain Overtime ⊠ No Indirect Costs

☐ Yes ☐ No Rate: Current Limit By Org Code X Yes Primary Org Code: □ No **External Contract** Yes □ No Other Org Codes: Type of Receipt: Revenue ☐ Recovery of Expenditure

Other:

300-365-522 (R 7/09)

Distribution: Project Manager Fiscal Analyst

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | CONTRACT ID CODE | F | PAGE OF PAGES | |
|--|--|--|---|--|---|--|
| 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE | | | UUISITION/PURCHASE REQ. NO. | 5. PRO | 1 2 DJECT NO. (If applicable) | |
| 0001 | 0040 | 0093106 | | | | |
| 6. ISSUED BY CODE | 10/01/2013 F01 | 7. ADMINISTERED BY (If other than Item 6) CODE | | | | |
| FWS, DIVISION OF CONTRACTING EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181 | AND GE | | | | 4 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, | , county, State and ZIP Code) | (x) 9A | AMENDMENT OF SOLICITATION NO. | | | |
| STATE PATROL, WASHINGTON STATE DE GENERAL ADM BLDG OLYMPIA WA 98504-0001 | EPA TMENT OF THE | | DATED (SEE ITEM 11) | | | |
| | # # | X F | A. MODIFICATION OF CONTRACT/ORDER NO 1.2 PX 0.2 9.4 0 3. DATED (SEE ITEM 13) | 0. | | |
| CODE 0070061260 | FACILITY CODE | - | 200 W | | | |
| 0070061260 | 11. THIS ITEM ONLY APPLIES TO | 11 | 9/02/2012 | | | |
| separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received | rior to the hour and date specified in the pies of the amendment; (b) By acknowled to the solicitation and amendment num DEFERS PRIOR TO THE HOUR AND It already submitted, such change may prior to the opening hour and date specified. | e solicitati edging red bers. FA DATE SPI be made I ccified. | on or as amended, by one of the following meth reipt of this amendment on each copy of the offe ILURE OF YOUR ACKNOWLEDGEMENT TO I ECIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram or | nods: (a) er submi BE RECI UR OFF letter m | itted; or (c) By EIVED AT ER. If by akes reference | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If req. See Schedule | uired) Ne | t Inc | rease: \$4 | ,800 | .00 | |
| With Chapter and the property control of the property of the p | ODIFICATION OF CONTRACTS/ORDE | RS. IT M | ODIFIES THE CONTRACT/ORDER NO. AS DES | CRIBE | D IN ITEM 14. | |
| | | and the control of th | | | C.V. Market Control Control | |
| ORDER NO. IN ITEM 10A. | | | SES SET FORTH IN ITEM 14 ARE MADE IN TH | | | |
| B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH | I/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AU | THORITY | MINISTRATIVE CHANGES (such as changes i OF FAR 43.103(b). | n paying | office, | |
| C. THIS SUPPLEMENTAL AGREEMENT | | | | | | |
| X 52.217-9 Option to Ex | THE PROPERTY OF THE PARTY WAS A SET | ie Co | ntract | | | |
| D. OTHER (Specify type of modification of | and authority) | | | | | |
| E. IMPORTANT: Contractor is not. | x is required to sign this document a | nd return | 1copies to the issuing | office. | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (| Organized by UCF section headings, in | ncluding s | olicitation/contract subject matter where feasible | le.) | | |
| Suggested COR: BLOWER | | | | | | |
| LIST OF CHANGES: | A PORTO TOTAL MONTH OF THE | 99448 | | | J C 100/032508 X3100 | |
| Reason for Modification : Mod | | | AND AND AN ARRANGE WHITE AND AND AND AND AND AND AND AND AND AND | | ontract. | |
| The period of performance is | from October 1, 201 | lo th. | rough september 30, 2014 | ************************************** | | |
| Obligated Amount for this Moo | dification: \$4,800.0 | 00 | | | | |
| New Total Obligated Amount fo | or this Award: \$9,60 | 00.00 | | | | |
| Payment Terms: PP30 | | | | | | |
| Delivery Location Code: 00083 | 350597 | | | | | |
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| Continued | | | | | | |
| Except as provided herein, all terms and conditions of the | e document referenced in Item 9A or 10 | A, as her | etofore changed, remains unchanged and in ful | I force a | nd effect. | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 110 | | NAME AND TITLE OF CONTRACTING OFFIC | ER (Typ | e or print) | |
| Mill Best Mill | 1,00 | | arie Reinholz | RENHOLZ | 1922 25100 2000 | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED 7/10/12 | 1 17 | JNITED STATES OF AMERICA-US 6-US. Government of the Inter- Januar Rainholds and William Ferrica con- (Signature of Control 1242938689080633-0 | nt, lor, ou=U.S. F ARIE REINHO 1400100066- | OLZ, | |
| NSN 7540-01-152-8070 Previous edition unusable | 7 17 7 | | ST | ANDARI | D FORM 30 (REV. 10-83) by GSA | |

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| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE (| 0F |
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NAME OF OFFEROR OR CONTRACTOR

STATE PATROL, WASHINGTON STATE DEPA TMENT OF THE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY U | D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|---|----|-------------------|---------------|
| | 911 NE 11th Ave. Portland OR 97232 US | | | | |
| | FOB: Destination . Period of Performance: 10/01/2012 to 09/30/2017 | *************************************** | | | |
| 00030 | Emergency Dispatch for U.S. Fish & Wildlife, Office of Law Enforcement, Region 1 - Option Yr 1 | | | | 900.00 |
| | Accounting Info: 01 Account Assignment: K G/L Account: 6100.233E0 Business Area: F000 Commitment Item: 233E00 Cost Center: FF09L10000 Functional Area: FLE122000.000000 Fund: 134F1611MD Fund Center: FF09L10000 Project/WBS: FX.LE12200900000 PR Acct Assign Line: 01 Funded: \$900.00 Period of Performance: 10/01/2013 to 09/30/2014 | | | | |
| 00040 | Emergency Dispatch for U.S. Fish & Wildlife, Office of Law Enforcement, Region 1 - Option Yr 1 | | | | 3,900.00 |
| | Accounting Info: 01 Account Assignment: K G/L Account: 6100.233E0 Business Area: F000 Commitment Item: 233E00 Cost Center: FF01R09000 Functional Area: FRS126400.000000 Fund: 134F1611MD Fund Center: FF01R09000 Project/WBS: FX.RS1264011FLD0 PR Acct Assign Line: 01 Funded: \$3,900.00 Period of Performance: 10/01/2013 to 09/30/2014 | | | | |
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Washington State Patrol
Budget and Fiscal Services Contract Notification Form

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| Contractor Co | | | OIV . | | Contractor Co | ntact Phone | | | BES Contrac | ts Specialist I | Vame |
| Ms. Valerie F | | | | | 41-488-650 | | | | Terri Johnso | | tarrio |
| Contractor E-I | AND A SHIP CONTRACTOR AND ASSESSMENT | 201-7 | | | Contractor Co | 77.92 | | | BFS Account | 567000 | |
| valarie reinh | | | | | 41-482-498 | | | | Teresa Mor | gan | |
| WSP Project I | Manag | er | | V | VSP Section/ | Division/Bur | eau | 1 22 | BFS Budget | Analyst Name | 9 |
| Mark Layhev | | | | | COM | | | | Shawn Eckl | | |
| Remarks: Am | nend 2 | obligates to | exten | d optio | n year throug | gh 09/30/201 | 5. Oblig | ation amo | ount for exter | ided year is \$ | 4,800.00, |
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| Con | tract A | mount | | | Position | Position | | | Signature and Date | | |
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| Amendment Amount | \$4 | 1,800.00 | | Budge | et Manager | | Exn. | 7/14/1. Allot: Yes No Unanticipated Receipt: Yes No | | | |
| Revised Total Amount | \$1 | 4,400.00 | | BFS A | Administrator | ninistrator M July 4 | | | | | |
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| Master Index | Accou | nt EA | | PI | Design | Sub/ subsub | | Revenue (| Code | Billable Code | Percent/ |
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| | rtimo | | Vices Servi | | | | | | | | |
| Voluntary Ove | ume | Yes | | | | | | | | | |
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| Allow Leave | | Yes | | | | s hard-code | | | Yes 🛛 N | 1.00 | |
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| Limit By Org C | | | | No | | Org Code: | | | |): | |
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| Distribution: | Proje | ect Manage | | Fiscal | Analyst D | ⊠Budget An | alvst | ☐ Othe | | | |

300-365-522 (R 7/09)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE OF PAGES | | |
|--|---|---|------------------------------|---|--|------------------------|-------------------|
| 2. AMENDME | NT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQ | JISITION/PURCHASE REQ. NO. | 5. PRO | 1 JECT NO. (// a) | 2 oplicable) . |
| 0002 | | 10/01/2014 | 0040 | 157575 | | | |
| 6. ISSUED BY | CODE | F01 | 7. ADA | INISTERED BY (If other than Item 6) | CODE | | |
| EASTSID 911 NE | VISION OF CONTRACTING DE FEDERAL COMPLEX 11TH AVENUE D OR 97232-4181 | AND GE | | | | | • |
| 8, NAME AND | ADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | (x) ^{BA.} | AMENDMENT OF SOLICITATION NO. | | | |
| GENERAL. | ROL, WASHINGTON STATE DEI ADM BLDG VA 98504-0001 | PARTMENT OF THE | | DATED (SEE ITEM 11) | | | |
| | | | × 10A F1 | MODIFICATION OF CONTRACT/ORDER 2PX02940 | NO. | | |
| | | | 108 | . DATED (SEE ITEM 13) | | | |
| CODE 00 | 70061260 | FACILITY CODE | o | 9/02/2012 | | | |
| | | 11, THIS ITEM ONLY APPLIES | TO AMENDM | NTS OF SOLICITATIONS | | | |
| THE PLACE virtue of this reference to | E DESIGNATED FOR THE RECEIPT OF C | OFFERS PRIOR TO THE HOUR AP r already submitted , such change : s received prior to the opening hou | ND DATE SPE may be made b | | OUR OFFE | R If by akes | |
| See Sch | | | Net Inc. | ease. • | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| CHECK ONE | B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH | T/ORDER IS MODIFIED TO REFL IN ITEM 14, PURSUANT TO THE | ECT THE ADA AUTHORITY | S SET FORTH IN ITEM 14 ARE MADE IN . INISTRATIVE CHANGES (such as changes DF FAR 43, 103(b). | | | |
| | C, THIS SUPPLEMENTAL AGREEMENT | | | | | | |
| Х | 52.217-9 Option to Ex | | the Cor | tract | | | |
| | D. OTHER (Specify type of modification a | and authority; | | | | | |
| . IMPORTAN | T: Contractor lis not. | | nt and return | 1 copies to the issui | ng office. | | |
| | TION OF AMENDMENT/MODIFICATION (| Organized by UCF section heading | gs, including so | licitation/contract subject matter where feas | ible.) | | |
| | | on 002, in accorda | ance wit | h FAR Part 52.217-9 Op | otion | to Exte | nd |
| | ntract remain the same | | | All other terms as ance is effective 10/0 | | | |
| - | ed Amount for this Mod al Obligated Amount fo | | | | | | |
| elivery Continue | 7: 09/30/2015 | | | · | | | |
| | | document referenced in Item 9 A | or 10A, as her | stofore changed, remains unchanged and in | full force a | ind effect. | |
| | ND TITLE OF SIGNER (Type or print) ADDISORT W | WK'I CSO | 16A. N | AME AND TITLE OF CONTRACTING OFF Brie Reinholz | | | |
| | CTORIOPFERON J | 15C. DATE SIGNE | D/ 16B. U | NITED STATES OF AMERICANS, CUS GOVERN ALL PRINCIPLES OF AMERICAN CONTROL OF THE | ment, ou=Depar sh and Wildlife S 1=14001000666 | ervice, | ESIGNED 6/2014 |
| VSN 7540-01- | (Signature of person authorized to sign) | <u> </u> | 71_ | (Signature of Contracting Office) 0.11.25 | | FORM 30 (RE | |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| CONTINUIATION CHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | |)F |
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| CONTINUATION SHEET | F12PX02940/0002 | 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR

STATE PATROL, WASHINGTON STATE DEPA TMENT OF THE

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | 1 | UNIT PRICE | AMOUNT |
|----------|--|----------|-----|---|---------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Payment Terms: | | | | |
| | Delivery Location Code: 0008350597 | | | | |
| | FWS SPEC AGNT IN CHRG-PORTLAND OR | | | | |
| | 911 NE 11th Ave. | | | | |
| | Portland OR 97232 US | | | | |
| | | | | | |
| | FOB: Destination | | | | |
| | Period of Performance: 10/01/2012 to 09/30/2017 | | | | |
| | | | | | |
| | Add Item 00050 as follows: | | | | |
| 00050 | | | | | 000 |
| 00050 | Emergency Dispatch for U.S. Fish & Wildlife, | ļ | | | 900. |
| | Office of Law Enforcement, Region 1 - Option Yr 2 | | | | |
| | IT Approval Num: Y | | | | |
| | The second state of the second | | | į | |
| | Accounting Info: | | | | |
| | 01 Account Assignment: K G/L Account: 6100.233E0 | | | | |
| | Business Area: F000 Commitment Item: 233E00 Cost | | 1 | | |
| | Center: FF09L10000 Functional Area: | | | | |
| | FLE122000.000000 Fund: 145F1611MD Fund Center: | | | | |
| | FF09L10000 Project/WBS: FX.LE12200900000 PR Acct | | | | |
| | Assign Line: 01 | | | | |
| | Funded: \$900.00 | | | | |
| | Period of Performance: 10/01/2014 to 09/30/2015 | | | | |
| | Add Item 00060 as follows: | | | | |
| 00060 | Emergency Dispatch for U.S. Fish & Wildlife, | | | | 3,900.0 |
| | Office of Refuges Law Enforcement, Region 1 - | | | | 5,5001 |
| | Option Yr 2 | | | | |
| | | | ΙÍ | | |
| | IT Approval Num: Y | | | | |
| | Accounting Info: | | | | |
| | 01 Account Assignment: K G/L Account: 6100.233E0 | | | | |
| | Business Area: F000 Commitment Item: 233E00 Cost | | | | |
| | Center: FF01R09000 Functional Area: | | | | |
| | FRS126400.000000 Fund: 145F1611MD Fund Center: | | | | |
| | FF01R09000 Project/WBS: FX.RS1264011FLD0 PR Acct | | |] | |
| | Assign Line: 01 | | | *** | |
| | Funded: \$3,900.00 | | | **** | |
| | Period of Performance: 10/01/2014 to 09/30/2015 | | | | |
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Washington State Patrol

Budget and Fiscal Services Contract Notification Form

| V | | 200 | COLLO | | XI 001 1 | 1000 0011 | | TOTITIOGE | | | |
|---|--|------------------------------------|-------------------------|-------------------|-----------------------------|--|----------------|-----------------|---------------|--------------------|----------------------|
| Billable over Bil | er \$10,0 | 000 🗌 Bi | lable un | der \$1 | 0,000 | ☐ Payable | | Other: | | | |
| WSP Contrac C130211GS | | er | | 220,000,000 | er Contrac PX02940 | ct Number 0 | | | A/R Number | | |
| Contract Start | | | | Con | tract End | | | | CFDA N | 200 | FSR _ |
| 10/01/2012 | | | | 09/3 | 30/2015 | | | | | | Yes No |
| Contract Title | 1000 to 100 | • | | | | | | | | | |
| Radio Comm Contractor Na | | ions | | | | | | 1, | Contractor E | INI/CCNI | |
| U.S. Fish an | | ifo Sorvico | Div of (| ontro | acting an | d GE | | 1 | John actor E | IIV/SSIV | |
| Contractor Co | The state of the s | Area and the second and the second | DIV OI C | JUHU | acting an | u GE | | | | | |
| 911NE 11 th Avenue, Portland OR 92232-4181 | | | | | | | | | | | |
| Contractor Co | | | JI (322 | | | ontact Phone | | TE | BFS Contrac | ts Specialist | Name |
| Ms. Valerie F | | | | 10000 100 15 | -488-650 | | | | erri Johnso | 69 | |
| Contractor E-I | PO TON INVESTIGATION OF THE ST | 191111 | | | | ontact Fax | | | SFS Account | | |
| valarie_reinh | olz@fv | ws.gov | | 541 | -482-498 | 39 | | Т | eresa Mor | gan | |
| WSP Project I | Manage | r | | WSF | Section/ | /Division/Bur | eau | E | BFS Budget | Analyst Nam | ie |
| Mark Layhev | ٧ | | | CON | И | | | 5 | Shawn Eckh | nart | |
| Remarks: Am | nend 3 a | adds wording | for radio | o train | ing provid | led to officer | s utilizin | g emerger | cy dispatch | services und | der the |
| contract. It ad | ids \$13 | 1.60. to the c | contract. | Billabi | e code is | for commun | ication c | livision tra | ining service | s only. | |
| | | | | | | | | | | | |
| Con | tract Ar | nount | | | Position Signature and Date | | | | | | |
| Previous Contract Amour | nt \$14 | 1,400.00 | Gr | ants an | nd Contrac | d Contracts Manager 9/4/14 | | | | | |
| Amendment Amount | | \$131.60 | Bu | dget M | anager | | n | 17-9/4 | Unanticipat | Allot: ed Receipt: | ☐Yes ⊠No ☐Yes ⊠No |
| Revised Total Amount | \$14 | 1,531.60 | BF | S Adm | ninistrator M g/4/14 | | | | | | |
| | 326 | | Ac | countin | ng Manager | | | | >1/1/ | N/ | |
| Master Index | Accoun | t EA | PI | | Declarat | Sub/ | | Revenue C | ode / | Billable Code | Percent/ |
| iviaster index | Code | EA | PI | | Project | subsub Object | Major Group | Major Source | Sub Source | Billable Code | Amount |
| 0000RC2F | 081 | 030 | 0039 | 90 | RC2F | | | | | RC2F | Com Div |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | Billable | e Contracts | Only | | | | |
| Regular Time | | ⊠ Yes | □No | | Special | | | | | | |
| Overtime | | ⊠ Yes | □ No | | Opediai | Traioo. | | | | | |
| Voluntary Ove | rtime | Yes | ⊠ No | | | | | | | | |
| Mileage | Turro | ⊠ Yes | □ No | | | | | | | | |
| Allow Leave | | Yes | ⊠ No | | Position | s hard-code | d to cont | tract: | Yes 🛛 N | 0 | |
| C | imo | Approximation of | the same of the same of | | ~ ~ | The State of the S | w | | | | |
| | | | | | | Rate: Currer | IL | | | | |
| Limit By Org Code Yes No | | | | Primary Org Code: | | | | | | | |
| | External Contract | | | | | | | | | | |
| Type of Receip | pt: |]Revenue | | Intera | agency Re | eimburseme | nt | Recov | ery of Expe | nditure | |
| Distribution: | Distribution: ⊠ Project Manager ⊠ Fiscal Analyst ⊠Budget Analyst □ Other: | | | | | | | | | | |

300-365-522 (R 7/09)

| AMENDMENT OF SOLICITATION/MOD | DIFICATION OF CO | NTRACT | CONTRACT ID CODE | PAGE C | F PAGES |
|--|---|---|--|---|-------------------------|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE D | DATE 4. | REQUISITION/PURCHASE REQ. NO. | 5. PROJECT N | 2 O. (If applicable) |
| 0003 | 09/01/20 | 0.0 | 040165267 | | |
| | ODE F01 | | . ADMINISTERED BY (If other than Item 6) | CODE | |
| FWS, DIVISION OF CONTRACT EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181 | arrows and Propagation Francis | | * | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. STATE PATROL, WASHINGTON STATE GENERAL ADM BLDG OLYMPIA WA 98504-0001 | | (x) | 98. AMENDMENT OF SOLICITATION NO. 98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER N F12PX02940 | 0. | 19 |
| | | | 10B. DATED (SEE ITEM 13) | | |
| CODE 0070061260 | FACILITY CODE | | 09/02/2012 | | |
| Name of the second seco | 11. THIS ITEM | I ONLY APPLIES TO AME | ENDMENTS OF SOLICITATIONS | | |
| Items 8 and 15, and returning separate letter or telegram which includes a refe THE PLACE DESIGNATED FOR THE RECEIP | copies of the amendr erence to the solicitation T OF OFFERS PRIOR To an offer already submitted t, and is received prior to | nent; (b) By acknowledgin and amendment numbers. O THE HOUR AND DATE d, such change may be m the opening hour and dat | | fer submitted; or BE RECEIVED A UR OFFER If by or letter makes | (c) By T |
| 01 | (ii required) | Net I | Increase: \$1 | 131.60 | |
| | NTRACT/ORDER IS MOI ORTH IN ITEM 14, PUR | DIFIED TO REFLECT THE SUANT TO THE AUTHOR | HANGES SET FORTH IN ITEM 14 ARE MADE IN TI E ADMINISTRATIVE CHANGES (such as changes in RITY OF FAR 43.103(b). | | |
| X FUNDING Action | cation and authority) | | | | |
| E. IMPORTANT: Contractor X is r | not. 🗌 is required to | sign this document and ret | turn copies to the issuing | g office. | |
| Suggested COR: BLOWER LIST OF CHANGES: Modific officers utilizing the cu | ation 003 is rrent emerge services and | to add wordi ncy dispatch training all | ing solicitation/contract subject matter where feasibing for radio training proservices under this contraction within original scope. | vided to act. Thi | |
| Total Amount for this Mod New Total Amount for this Payment Terms: PP30 | | | | | |
| Delivery Location Code: 0 | 008349262 | | | | |
| Continued | | | | | |
| 164 NAME AND TITLE OF SIGNED (Type or prin | 4 Contracts | Manager ! | Is heretofore changed, remains unchanged and in fi 16A. NAME AND TITLE OF CONTRACTING OFFIC Valarie Reinholz Digitally signed by VALAR 6B. UNITED STATES OF AMERIES 5-50 sections. | EREINHOLZ | |
| (Signature of person authorized to sign) | 2 | | alarie Rainkos and Wildife Service, cnov 092342 19200300 1001.1 | ALAR E REINHOLZ, 1=1400100066446 (| 09/01/2014 |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| CONTINUATION SHEET | REFERENCE NO, OF DOCUMENT BEING CONTINUED | PAGE C |)F |
|--------------------|---|--------|----|
| CONTINUATION SHEET | E12PXU294070003 | 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR

STATE PATROL, WASHINGTON STATE DEPA TMENT OF THE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---------------|--|-----------------|-------------|--|---------------|
| | FWS MID-COLUMBIA RIV NWR COMPLX | | - | | |
| | 64 MAPLE STREET | | | | |
| | BURBANK WA 99323 US | | | | |
| | Account Assignment: K G/L Account: 6100.252V0 | | | | |
| | Business Area: F000 Commitment Item: 252V00 Cost | | | | |
| | Center: FF01R09000 Functional Area: | | | | |
| | FRS126400.000000 Fund: 145F1611MD Fund Center: | | | - | |
| | FF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct | | | I | |
| | Assign Line: 01 | | | • | |
| | FOB: Destination | | | | |
| | Period of Performance: 10/01/2012 to 09/30/2017 | | | | |
| | Add Item 00070 as follows: | | | | |
| 00070 | WSP radio training for account no. FIS101 / | | | | 76.4 |
| | Invoice 00054253 dated 06/19/2014 (Training given to USFWS Kenneth Robins) | | | | |
| | Period of Performance: 10/01/2013 to 09/01/2014 | : | | | |
| | Add Item 00080 as follows: | | | | |
| 0800 | WSP radio training for Account No. FIS101 / | | | | 55.2 |
| • | Invoice 00054261 dated 06/20/2014 (Training given to USFWS Christopher David) IT Approval Num: N | | | | |
| | Delivery: 10/28/2013 | | | | |
| | Period of Performance: 10/01/2013 to 09/01/2014 | | | | |
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| N 7540-01-153 | | <u> </u> | | | |

| AMENDME | ENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | | CONTRACT ID CODE | PAGE OF PAGES | | | | | |
|--|--|--|--|--|---|--|--|--|--|--|
| 2. AMENDME | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. RE | QUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | | | | | |
| 0006 | | See Block 16C | 004 | 0290372 | | | | | | |
| 6. ISSUED BY | Y CODE | F01 | 7. At | MINISTERED BY (If other than Item 6) | CODE F09 | | | | | |
| EASTSIC 911 NE | VISION OF CONTRACTING DE FEDERAL COMPLEX 11TH AVENUE ND OR 97232-4181 | AND GE | FWS, DIVISION OF CONTRACTING AND FA 5275 Leesburg Pike MS: BMO Falls Church VA 22041-3803 | | | | | | | |
| 8. NAME AND | ADDRESS OF CONTRACTOR (No., street | t, county, State and ZIP Code) | (x) 9. | A. AMENDMENT OF SOLICITATION NO. | | | | | | |
| GENERAL | ROL, WASHINGTON STATE DE ADM BLDG | PA TMENT OF THE | | 9B. DATED (SEE ITEM 11) | | | | | | |
| OLYMPIA V | VA 98504-0001 | | x 1 | DA. MODIFICATION OF CONTRACT/ORDER N 12PX02940 | 10. | | | | | |
| | | | 1 | OB, DATED (SEE ITEM 13) | | | | | | |
| CODE 00 | 070061260 | FACILITY CODE | 1 | 09/02/2012 | | | | | | |
| | | 11. THIS ITEM ONLY APPLIES TO | AMEND | MENTS OF SOLICITATIONS | | | | | | |
| separate le THE PLAC virtue of thi reference to 12. ACCOUN | etter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF is amendment you desire to change an offe to the solicitation and this amendment, and ITING AND APPROPRIATION DATA (If req | e to the solicitation and amendment num OFFERS PRIOR TO THE HOUR AND D er already submitted, such change may is received prior to the opening hour an | bers. I ATE SF be mad d date s | 2014 | DIBE RECEIVED AT DUR OFFER If by | | | | | |
| See Sch | 10 00 54 3 W C 14 90 55 | IODIFICATION OF CONTRACTS/ORDE | RS IT I | MODIFIES THE CONTRACT/ORDER NO. AS DE | SCRIBED IN ITEM 14. | | | | | |
| | dispersion of the color of the dispersion of the color of | | | | | | | | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A. | PURSUANT TO: (Specify authority) TH | E CHAN | IGES SET FORTH IN ITEM 14 ARE MADE IN T | THE CONTRACT | | | | | |
| | B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTI | CT/ORDER IS MODIFIED TO REFLECT H IN ITEM 14, PURSUANT TO THE AU | THE A | DMINISTRATIVE CHANGES (such as changes Y OF FAR 43.103(b). | in paying office, | | | | | |
| 7 | C. THIS SUPPLEMENTAL AGREEMEN | IT IS ENTERED INTO PURSUANT TO A | NOHTU | RITY OF: | | | | | | |
| | D. OTHER (Specify type of modification | and authority) | | | | | | | | |
| X | UNILATERAL - FAR 52. | .217-9, Option to Ex | tend | the Term of the Contrac | et | | | | | |
| E. IMPORTAN | NT: Contractor X is not. | is required to sign this document a | nd retur | copies to the issuir | ng office. | | | | | |
| The pur | | | | solicitation/contract subject matter where feasi fund Option Period IV, | | | | | | |
| Payment PP30 FOB: De | er terms and condition Terms: estination of Performance: 10/01 | | | | -#i | | | | | |
| Add Ite | em 00110 as follows: | | | | | | | | | |
| | | the document referenced in Item 9 A or 1 | 16/ W i | neretofore changed, remains unchanged and in A NAME AND TITLE OF CONTRACTING OFF .lliam Fluharty | ICER (Type or print) | | | | | |
| 15B. CONTR | CACTORIOFFEROR (Signature of person suffering to sign) | 15C. DATE SIGNED | | UNITED STATES OF AMERIDIGITALLY SIGNED FLUHARTY Date: 2016.08.1 | | | | | | |
| NSN 7540-0 Previous edit | V | WSP Contract | | 30211GSC-6 | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | | | | | |

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE **CONTINUATION SHEET** F12PX02940/0006 2 2

NAME OF OFFEROR OR CONTRACTOR

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|---------|---|------------|-------|-------------------|---|
| (A) | SUPPLIES/SERVICES (B) | QUANTITY U | D) | UNIT PRICE (E) | AMOUNT (F) |
| 00110 | Radio Dispatch for OLE | | | | 900.00 |
| | Accounting Info: | | | | |
| | 01 Account Assignment: K G/L Account: 6100.257J0 Business Area: F000 Commitment Item: 257J00 Cost | | | | |
| | Center: FF09L10000 Functional Area: FLE122000.000000 Fund: 167F1611MD Fund Center: FF09L10000 Project/WBS: FX.LE12200900000 PR Acct | | | | |
| | Assign Line: 01 Funded: \$900.00 | | | | |
| | Period of Performance: 10/01/2016 to 09/30/2017 | | | | |
| | Add Item 00120 as follows: | | | | * |
| 00120 | Radio Dispatch for ORLE | | | | 3,900.00 |
| | Accounting Info: 01 Account Assignment: K G/L Account: 6100.257J0 | | | | |
| | Business Area: F000 Commitment Item: 257J00 Cost Center: FF01R09000 Functional Area: FRS126400.000000 Fund: 167F1611MD Fund Center: | | | | |
| | FF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct Assign Line: 01 Funded: \$3,900.00 | 55 | | o | |
| | Period of Performance: 10/01/2016 to 09/30/2017 | | | | |
| | Contract Specialist: Adam Lowery (703) 358-2133 | | | | |
| | adam_lowery@fws.gov | | | | |
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| *************************************** | OFFERO | | ER FOR COMME! OCKS 12, 17, 23, 24, | | 1,305,7 | 1035280 | | * | PAGE 1 | OF 3 | 1 |
|---|--|---|---|------------------------|--|----------------------------------|----------|--|----------------------------|----------|--------------------------|
| 2. CONTRACT | NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | | | 5. SOLICITATION NUM | BER | | 6. SOLICITATION |
| | | | ETEGNIZEDATE | F17PX02586 | | | | | | | ISSUEDATE |
| | OR SOLICITATION ORMATION CALL: | Joseph | Sawyer | | | 5. TELEPHON 703-358 | | | s) 8. OFFE | R DUE DA | TEALOCAL TIME |
| 9. ISSUED BY | | | CODE F(| 09 | 10. THIS ACQU | 2 N. S. S. L. S. S. C. | | NRESTRICTED OR | SETASIO | E: | % FOR: |
| 5275 Le MS: BMO | esburg Pike | | FA | | SMALL BU HUBZONE BUSINES: SERVICE VETERAN SMALL BU | SMALL S DISABLED -OWNED | □ (wos | | HE WOMEN-OV | NAICS: | 541519 ANDARD: \$27.5 |
| | FOR FOB DESTINA- ESS BLOCK IS | 12 DISCOUNT TERMS PP30 | | | 13a. THIS | CONTRACT IS D ORDER UN | | 13b. RATING | | | |
| ☐ SEE SC | CHEDULE | | | | | (15 CFR 700) | | 14. METHOD OF SC □RFQ | DIFB | RFP | |
| 15. DELIVER TO | 0 | CODE | 0008350597 | 1 | 16. ADMINISTE | RED BY | | | CODE | F09 | |
| 911 NE | C AGNT IN C 11th Ave. d OR 97232 | HRG-PORTLAN | D OR | | 5275 Le | esburg | Pike | CTING AND E | FA . | | |
| 17a. CONTRACT | | 0070061260 | FACILITY | | 18a. PAYMENT | WILL BE MAD | E BY | | CODE | IPP : | INV |
| WASHINGTON STATE PATROL Attn: ATTN GOVERNMENT POC 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001 | | | | | | rtment | of T | Platform S reasury | l System | 200 | |
| TELEPHONE NO | 000-0 | 00-0000 | | | | | | | | | |
| W. B. S. C. S. M. C. C. B. S. C. | AND COMMENTS OF | ERENT AND PUT SUCH | ADDRESS IN OFFER | | | | | HOWN IN BLOCK 18a U | NLESS BLOCK | BELOW | |
| 19. | 1 | | 20. | | IS CHECK | 21. | SEE ADDE | 23. | Т | | 24. |
| ПЕМНО. | | | LE OF SUPPLIES/SERVI | CES | | QUANTITY | UNIT | UNIT PRICE | | | TNUC |
| | Gov't POC: Gov't Emai Vendor POC Vendor Ema Vendor Pho Period of Continued | : Julie Han il: Julie.h ne: 360-596 Performance | er ower@fws.gov nnah nannah@wsp.w | wa.gov .7 to 09/30/ | /2018 | , | | | | | |
| | ING AND APPROPRI | ATION DATA | | | | | 20 | 6. TOTAL AWARD AN | The second second | ovt. Uso | Only) |
| See sche | | TES BY RECEDENCE | E FAR 52.212-1, 52.21 | 2.4 EAD 62 212 2 A | ND 62 242 E A | DE ATTACU | ED AD: | \$4,800 DENDA | 24R 1912/95 | П. | E NOT ATTACHED. |
| 27b. CONTI | RACT/PURCHASE OF | DER INCORPORATE | S BY REFERENCE F | AR 52.212-4, FAR 52. | 212-5 IS ATTA | CHED. | ADDEND. | | □ ARE | | E NOT ATTACHED. |
| COPIES TO ALL ITEMS SHEETS SU | SET FORTH OR OTH SET FORTH OR OTH JBJECT TO THE TER | CONTRACTOR AGREE ERWISE IDENTIFIED MS AND GONDITION | UMENT AND RETURN ES TO FURNISH AND ABOVE AND ON AND SPECIFIED. | DELIVER | (| EREIN, IS A | NY ADDIT | . YOUR OF TIONS OR CHANGE OAS TO ITEMS: | FFER ON SOL S WHICH ARE | ICITATIO | OFFER ON(BLOCK 5), |
| | of offerorucounty | Votat | F Mal | M. | FLUHA | RTY | | GNATURE OF CONTRA Digitally signed by FLUHARTY Date: 2017.09,21 1 | 0:28:12 -04'0 | 0' | |
| JUD, NAME AN | TO TITLE OF SIGNER | T MAK | 300.0 | DATE SIGNED | Willian | | | FFICER (Type or print |) | 31c. C | ATE SIGNED |
| | FOR LOCAL REPROC | 56 | | 11/11 | - | | | | ARD FORM 14 | | |

2 of 3

| 19. ITEM NO, | | 20. SCHEDULE OF SUPPLI | ES/SERV | nces | | 21. מעטיווויץ | 22. UNIT | | 3. PRICE | 24. AMOUNT |
|--|------------------|---|---------|--------------------------|-----------|---|-------------|-----------|----------------------|--------------------------|
| 00010 | 1 | Dispatch Radio Co E and FWS/ORLE in | | | : ces | | | | | 4,800.00 |
| | | | | | | | | | | |
| Accounting Info: 01 Account Assignm: K G/L Account: 6100.257J0 Business Area: F000 Commitment Item: 257J00 Cost Center: FF09L11000 Functional Area: FLE122000.000000 Fund: 178F1611MD Fund Center: FF09L11000 Project/WBS: FX.LE12200900000 PR Acct Assign: 01 Funded: \$900.00 Accounting Info: 02 Account Assignm: K G/L Account: 6100.257J0 Business Area: F000 Commitment Item: 257J00 Cost Center: FF01R09000 Functional Area: FRS126400.000000 Fund: 178F1611MD Fund Center: FF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct Assign: 02 Funded: \$3,900.00 | | | | | | | | | | |
| | Continued | Ocations all | | | | | | | | |
| 32a. QUANTITY | IN COLUMN 21 HAS | S BEEN | | * | | | | | | |
| RECEIVE 32b. SIGNATUR | | PECTED ACCEPTED GOVERNMENT REPRESENTATIV | | CONFORMS TO THE CO | | | | | IORIZED GO | OVERNMENT REPRESENTATIVE |
| | | | | | | | D GOVERNM | | NMENT REPRESENTATIVE | |
| 33. SHIP NUMBI | ER | 34. VOUCHER NUMBER | | OUNT VERIFIED ECT FOR | 36. PAYME | | | DADTIAL F | T FINAL | 37. CHECK NUMBER |
| PARTIAL 38. S/R ACCOU | FINAL . | 39, S/R VOUCHER NUMBER | 40. PAI | D BY | Сом | LEIE | <u></u> | PARTIAL [| FINAL | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE | | | | | | 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YYMM/DD) 42d. TOTAL CONTAINERS | | | | |

| CONTRIBUTION OUTET | REFIRENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
|--------------------|---|------|----|---|
| CONTINUATION SHEET | F17PX02586 | 3 | | 3 |

NAME OF OFFEROR OR CONTRACTOR

| м но. (А) | SUPPLIES/SERVICES (B) | OUANTITY (C) | инт (D) | UNIT PRICE (E) | AMOUNT (F) |
|--------------|--|-----------------|------------|-------------------|--------------------------|
| | Direct contract questions to Joseph Sawyer; joseph_sawyer@fws.gov, 703-358-2051. | | | | |
| | Direct all other questions to Brian Lower: brian_lower@fws.gov, 503-231-6997 | | | | |
| | The total amount of award: \$4,800.00. The obligation for this award is shown in box 26. | | | | |
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| 7540-01-15 | | | | | OPTIONAL FORM 336 (4-56) |

NSN 7540-01-152-8067

OPTIONAL FORM 338 (4-86) Sponsored by GSA FAR (48 CFR) 53,110

| Contract Clauses and Provisions | |
|---|--|
| CLIN 00010 | |
| Emergency Dispatch Services | |
| ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROC PLATFORM (IPP) (APRIL 2013) | CESSING |
| Payment request must be submitted electronically through the U.S. Department of the Processing Platform System (IPP). | Freasury's Invoice |
| "Payment request" means any request for contract financing payment or invoice payment Contractor. To constitute a proper invoice, the payment request must comply with the ridentified in the applicable Prompt Payment clause included in the contract, or the clause Contract Terms and Conditions- Commercial Items included in commercial item contract website address is: https://www.ipp.gov . | requirements se 52.212-4_ |
| Under this contract, the following documents are required to be submitted as an attachr invoice: | nent to the IPP |
| Upload physical invoice | |
| The Contractor must use the IPP website to register and use IPP for submitting requests Contractor Government Business Point of Contact (as listed in SAM) will receive enrol via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award than 3-5 business days of the contract award date. Contractor assistance with enrollment by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (8) | Ilment instructions date, but no more at can be obtained |
| If the Contractor is unable to comply with the requirements to use IPP for submitting in payment, the Contractor must submit a waiver request in writing to the Contracting Off proposal or quotation. | |
| (End of Local Clause) | |
| 52 252 2 Clauses Incorporated by Pafaranas (Fab 1008) | |

52.252-2 — Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://acquisition.gov/far/index.html or http://farsite.hill.af.mil/

(End of Clause)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE

| Clause Number | Title | Date |
|------------------|--|----------|
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | May 2011 |
| 52.204-13 | System for Award Management Maintenance | Jul 2013 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | Jul 2015 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | Dec 2014 |
| 52.212-4 | Contract Terms and Conditions - Commercial Items | May 2015 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun 2013 |
| | | |

Contract Terms and Conditions Required to Implement Statutes or Executive Orders — Commercial Items (Feb 2016)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| [Contracting Officer check as appropriate] |
|--|
| X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009). |
| X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved] |
| (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub L. 111-117, section 743 of Div. C). |

(8) 52,209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred,

Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). |
|--|
| (10) [Reserved] |
| (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a) (ii) Alternate I (Nov 2011) of 52.219-3. |
| (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014 (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a) (ii) Alternate I (Jan 2011) of 52.219-4. |
| (13) [Reserved] |
| (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |
| (iii) Alternate II (Nov 2011). |
| (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)). |
| (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Oct 2001) of 52.219-9. |
| (iii) Alternate II (Oct 2001) of 52.219-9. |
| (iv) Alternate III (Oct 2015) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657f). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |
| (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). |

| (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
|---|
| (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246). |
| (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). |
| (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). |
| (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212). |
| X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514 |
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). |
| (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83). |
| |
| (43) 52.225-5. Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seg., 19 U.S.C. 3301 note) |

| X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
|---|
| (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307 (f)). |
| (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| (54) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provision of law or executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) |
| X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.). |
| (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards — Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67). |
| (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for |

(c)

| (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67). | r. |
|---|-------|
| (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658). | |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. | 1792) |
| (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)). | |

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.
 - The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) __X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ____(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

| | formance hereunder shall not exceed 6 months. The Contracting written notice to the Contractor within <u>7 days</u> , |
|-----------------|---|
| (End of Clause) | |
| | END |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | | | 1. REQUISITION NUMBER PAGE OF 0 4 0 3 5 2 8 0 8 1 3 | | | | | | | | | | |
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| 911 NE 1 | C AGNT IN C 11th Ave. d OR 97232 | :HRG-P | | | | | 5275 MS: | Lee BMO | sburg | Pik | е | TING AND | FA | L | | |
| 17a. CONTRACT | | 00700 | 61260 | FACILITY | | | 18a. PAYI | MENT WI | LL BE MADI | ВУ | | | | CODE I | PP I | NV |
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| | E OF OFFEROR/CONTR | | | | | - | | | ATES OF A | | (SIGN | Digitally signed FLUHARTY Date: 2017.09.21 | | | | |
| 30b. NAME AN | ND TITLE OF SIGNER | R (Type or | print) | | 30c. (| DATE SIGNED | 1 | | Fluha | | OFF | ICER (Type or pri | int) | | 31c. D | ATE SIGNED |
| AUTHORIZED | FOR LOCAL REPRO | DUCTION | | - | - | | | | | | | STAN | DARD F | ORM 144 | 9 (REV. | 2/2012\ |

2 of 3

| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIE | S/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT P | | 24. AMOUNT |
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| | Number of | 0.00 per month months: 12 0.00 x 12 months = | = \$4 , 80 | 00.00 | | | | | | |
| | Business A. Center: FF FLE122000. FF09L11000 Assign: 01 Funded: \$9 Accounting 02 Account Business A. Center: FF FRS126400. | Assignm: K G/L Adrea: F000 Commitme 09L11000 Functions 000000 Fund: 178F1 Project/WBS: FX.I 00.00 Info: Assignm: K G/L Adrea: F000 Commitme 01R09000 Functions 000000 Fund: 178F1 Project/WBS: FX.F | ent Ite il Area .611MD .E12200 .count: ent Ite il Area | em: 257J00 (a: Fund Center 0900000 PR A : 6100.257J0 em: 257J00 (a: Fund Center | Cost Cost Cost Cost | | | | | |
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| 32e. MAILING A | ADDRESS OF AUTHOR | RIZED GOVERNMENT REPRESEI | NTATIVE | <u> </u> | | | | OF AUTHORIZ | | NMENT REPRESENTATIVE |
| 33. SHIP NUMI | BER | 34. VOUCHER NUMBER | | NT VERIFIED | 36. PAYMI | ENT | | | | 37. CHECK NUMBER |
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| | | CORRECT AND PROPER FOR PAY | | DATE | 42a. RE | CEIVED BY | (Print |) | | |
| 41D. SIGNATU | REAND TITLE OF CE | KTIPYING OFFICER | 410 | c. DATE | 42b. RE | 42b. RECEIVED AT (Location) | | | | |
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| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
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| | F17PX02586 | 3 | 3 |

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL

| EM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | AMOUNT (F) |
|---------------|--|-----------------|-------------|---------------|
| | Direct contract questions to Joseph Sawyer: joseph_sawyer@fws.gov, 703-358-2051. | | | |
| | Direct all other questions to Brian Lower: brian_lower@fws.gov, 503-231-6997 | | | |
| | The total amount of award: \$4,800.00. The obligation for this award is shown in box 26. | | | |
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NSN 7540-01-152-8067

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Emergency Dispatch Services

<u>ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING</u> PLATFORM (IPP) (APRIL 2013)

Payment request must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions- Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

| Under this contract, the following do invoice: | cuments are required to be submitted as an attachment to the IPP |
|--|--|
| Upload physical invoice | |
| | |

The Contractor must use the IPP website to register and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirements to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://acquisition.gov/far/index.html or http://farsite.hill.af.mil/

(End of Clause)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE

| Clause Number | Title | Date |
|------------------|--|----------|
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | May 2011 |
| 52.204-13 | System for Award Management Maintenance | Jul 2013 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | Jul 2015 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | Dec 2014 |
| 52.212-4 | Contract Terms and Conditions - Commercial Items | May 2015 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun 2013 |
| | | |

Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Feb 2016)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C.3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

| conducting officer as appropriate) |
|--|
| X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009). |
| X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved] |
| (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). |

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred,

Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)(41 U.S.C. 2313). |
|---|
| (10) [Reserved] |
| (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a) (ii) Alternate I (Nov 2011) of 52.219-3. |
| (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a) (ii) Alternate I (Jan 2011) of 52.219-4. |
| (13) [Reserved] |
| (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |
| (iii) Alternate II (Nov 2011). |
| (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)). |
| (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Oct 2001) of 52.219-9. |
| (iii) Alternate II (Oct 2001) of 52.219-9. |
| (iv) Alternate III (Oct 2015) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |
| (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). |

| (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
|---|
| (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246). |
| (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). |
| (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). |
| (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212). |
| X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514 |
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). |
| (41) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| |
| (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |

| X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
|---|
| (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). |
| (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| X_(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| (54) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provision of law or executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) |
| X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.). |
| (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67). |
| (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (May 2014) (41 U.S.C. chapter 67). |

(c)

| (7) 52.222-53, Exemption from Application of the Service Contract Labor ServicesRequirements (May 2014) (41 U.S.C. chapter 67). | Standards to Contracts for |
|---|-------------------------------|
| (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) | (E.O. 13658). |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations | . (May 2014) (42 U.S.C.1792). |
| (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C | C. 5112(p)(1)). |

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) _X(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

| (End of Clause) | Officer may exercise the option by written notice to the Contractor within 7 days. |
|---------------------------------------|--|
| · · · · · · · · · · · · · · · · · · · | (End of Clause) |

once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting

| AMENDMENT OF COLUMN TONIA | CATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE O | PAGES |
|--|--|--|---|----------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFI | CATION OF CONTRACT | | | | 1 | 2 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | W 195 R 195 | UISITION/PURCHASE REQ. NO. | 5. PR | OJECT NO | . (If applicable) |
| P00001 6. ISSUED BY COD | 09/14/2018 | | 407899 INISTERED BY (If other than Item 6) | CODE | - 1 | |
| FWS, DIVISION OF CONTRACTING 300 WESTGATE CENTER DRIVE SUITE 310 Hadley MA 01035-9589 | 103 | 7. AUN | INVOTENCE BY (I viner than term of | CODE | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., str | eet, county, State and ZIP Code) | (A) 9A. | AMENDMENT OF SOLICITATION NO. | | | |
| VASHINGTON STATE PATROL Attn: ATTN GOVERNMENT POC 106 11TH AVE SW STE 3100 DLYMPIA WA 98501-2201 | | 9B. x 10A F1 | DATED (SEE ITEM 11) . MODIFICATION OF CONTRACT/ORDER 7 PX 0 2 5 8 6 . DATED (SEE ITEM 13) | R NO. | | \$ |
| CODE 0070061260 | FACILITY CODE | 1 0 | 9/21/2017 | 4 | | |
| | 11. THIS ITEM ONLY APPLIES TO | | | - | | |
| Offers must acknowledge receipt of this amendmer Items 8 and 15, and returning separate letter or telegram which includes a referer THE PLACE DESIGNATED FOR THE RECEIPT O virtue of this amendment you desire to change and reference to the solicitation and this amendment, a 12. ACCOUNTING AND APPROPRIATION DATA (If It See Schedule | copies of the amendment; (b) By acknowle nce to the solicitation and amendment numb F OFFERS PRIOR TO THE HOUR AND D. offer already submitted, such change may be nd is received prior to the opening hour and | edging rec abers. FA DATE SPE be made I d date spe | elpt of this amendment on each copy of the ILURE OF YOUR ACKNOWLEDGEMENT CIFIED MAY RESULT IN REJECTION OF by telegram or letter, provided each telegra cified. | offer sub TO BE RE YOUR OF | mitled; or (CEIVED A FER If by makes | c) By |
| | MODIFICATION OF CONTRACTS/ORDER | RS. IT MC | DIFIES THE CONTRACT/ORDER NO. AS | DESCRIBI | ED IN ITEM | 14. |
| | | | | | | |
| A. THIS CHANGE ORDER IS ISSUE ORDER NO. IN ITEM 10A. | D PURSUANT TO: (Specify authority) THE | E CHANG | ES SET FORTH IN ITEM 14 ARE MADE I | THE CO | NTRACT | |
| | | | AINISTRATIVE CHANGES (such as chang OF FAR 43.103(b). | es in payir | ng office, | |
| | ENTIS ENTEREDINTO PURSUANTTO A | | ryor: cial Items, (c) change | 9 9 | | |
| D. OTHER (Specify type of modification | | | star reemb, (e, enange | | | |
| | Die required to sign this document as | nd salum | copies to the iss | ulna office | | |
| E. IMPORTANT: Contractor Sis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION | | 200 | | | | |
| MOD P00001 - Emergency Disp | | iolacing c | Sicilation contract addject matter vinera rec | .0.2.0., | | |
| The purpose of this modification of the purpose of the second of the sec | | | | | e amou | nt of |
| Contracting POC: Ryna Russ Gov't POC: Brian Lower, 503 | | | | | | |
| All other terms and conditi | ons shall remain unch | hange | d. | | | |
| | | | | | | |
| Continued | | | | | | |
| Except as provided herein, all terms and conditions of | | 16A. | relofore changed, remains unchanged and NAME AND TITLE OF CONTRACTING OF | | | |
| Simon Tee, Grants and | COHOL MAN TATALITY CI | Ryn | a Russell | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | | | ned by R | C. DATE SIGNED YNA RUSSELL 18:22 -04'00' |
| NSN 7540-01-152-8070 Previous edition unusable | C50 /19/8 | | | Prescribe | RD FORM ed by GSA CFR) 53.2 | 30 (REV. 10-83) |

| CONTINUATION OUTET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|--------------------|---|------|----|
| CONTINUATION SHEET | F17PX02586/P00001 | 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROI

| EM NO. | SUPPLIES/SERVICES | QUANTIT | YUNIT | UNIT PRICE | AMOUNT |
|--------|--|---------|-------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Delivery: 09/30/2018 | | | | |
| | Delivery Location Code: 0008350597 | | 1 1 | | |
| | FWS SPEC AGNT IN CHRG-PORTLAND OR | | 1 1 | | |
| | 911 NE 11th Ave. | | | | |
| | Portland OR 97232 US | | | | |
| | FOB: Destination | | | | |
| | Period of Performance: 10/01/2017 to 09/30/2018 | | | | |
| | Add Item 00020 as follows: | | | | |
| 0020 | Modification to contract to cover possible | | | | 800. |
| 7020 | overage charges | | | | 800. |
| | Accounting Info: | | | | |
| | 01 Account Assignm: K G/L Account: 6100.257J0 | | | | |
| | Business Area: F000 Commitment Item: 257J00 Cost | | 1 1 | | ×. |
| | Center: FF09L11000 Functional Area: | | 1 1 | | |
| | FLE122000.000000 Fund: 189F1611MD Fund Center: | | 1 1 | | |
| | FF09L11000 Project/WBS: FX.LE12200900000 PR Acct | | 1 1 | | |
| | Assign: 01 | | 1 1 | | |
| | Funded: \$150.00 | | 1 1 | | |
| | Accounting Info: | 1 | 1 1 | | |
| | | 1 | 1 1 | | |
| | 02 Account Assignm: K G/L Account: 6100.257J0 | 1 | 1 1 | | |
| | Business Area: F000 Commitment Item: 257J00 Cost | 1 | 1 1 | | |
| | Center: FF01R09000 Functional Area: | 1 | 1 1 | | |
| | FRS126400.000000 Fund: 189F1611MD Fund Center: | 1 | 1 1 | | |
| | FF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct | 1 | 1 1 | | |
| | Assign: 02 | 1 | 1 1 | · · | |
| | Funded: \$650.00 | | 1 1 | | |
| | Period of Performance: 07/24/2018 to 09/30/2018 | .4 | | | |
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United States Department of the Interior



FISH AND WILDLIFE SERVICE 911 NE 11th Avenue Portland, Oregon 97232-4181

IN REPLY REFER TO: F12PX02940

June 19, 2013

Washington State Patrol General Admin Building Olympia, WA 98504

Dear Terri,

Thank you for speaking with me this morning. In accordance with the above referenced contract, this letter shall serve as prior written notice that the US Fish and Wildlife Service intends to extend the term of contract F12PX02940 through the first option year in accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract.

This notice shall serve as prior written notice of the Government's intent to extend through the first option period, beginning October 1, 2013 through September 30, 2014. The modification formalizing this action shall be created and emailed to you during the week of July 1st, 2013, which will formally execute the extension and support this notice.

Should you have questions regarding this notice, or the forthcoming, modification, please feel free to contact me at your earliest convenience. On behalf of the US Fish and Wildlife Service, I extend my appreciation for your organization's continued support of the U.S. Fish and Wildlife Service.

Valarie Reinholz Contracting Specialist US Fish and Wildlife Service Office of Law Enforcement (541) 488-6504

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|-----------------------------|--------------------------------|---------------------------------------|-------------------------------|--|----------------|-------------|--|--|--|--------|-------------------------------------|
| IMPORTANT | : Mark all | packages and papers with | contract and/or | order numbers. | | | | | 1 | | 8 |
| 1. DATE OF OF | RDER | 2, CONTRACT NO. (If any) | | | | | | 6. SHIP TO: | | | |
| 09/02/20 | 012 | | | | a. NAME | OF C | ONSIGNEE | | | | |
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ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO. ORDER NO. F12PX02940

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. F12PX02940 09/02/2012 QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES UNIT **AMOUNT** QUANTITY ORDERED PRICE ACCEPTED (d) (a) (b) (c) (0) (f) (9) 00022 0.00 Emergency Dispatch for U.S. Fish & Wildlife, Office of Refuge Law Enforcement - Region 1 / Option Year 2 Amount: \$0.00 (Option Line Item) 10/01/2014 Period of Performance: 10/01/2014 to 09/30/2015 00023 0.00 Emergency Dispatch for U.S. Fish & Wildlife, Office of Refuge Law Enforcement - Region 1 / Option Year 3 Amount: \$0.00 (Option Line Item) 10/01/2015 Period of Performance: 10/01/2015 to 09/30/2016 00024 Emergency Dispatch for U.S. Fish & 0.00 Wildlife, Office of Refuge Law Enforcement - Region 1 / Option Year 4 Amount: \$0.00(Option Line Item) 10/01/2016 Period of Performance: 10/01/2016 to 09/30/2017 All Invoices must be submitted via the Invoice Processing Platform www.ipp.gov The total amount of award: \$4,800.00. The obligation for this award is shown in box 17(i). TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) \$0.00

| Contract Clause Data | 5-7 |
|--|-----|
| DOLELECTRONIC INVOICING Electronic Invoice Processing Platform Requirements - (IPP) APRIL 2011 | 8 |

52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: www.acquisition.gov/FAR

52.204-7 CENTRAL CONTRACTOR REGISTRATION

Partial Reference.

Central Contractor Registration (Apr 2008)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

52.212-4 Contract Terms and Conditions—Commercial Items (Jun 2010)

(Partial Reference)

- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2012)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| 52.219-28 | Post-Award Small Business Program Representations |
|-----------|---|
| 52.222-3 | Convict Labor |
| 52.222-19 | Child Labor—Cooperation with Authorities and Remedies |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-26 | Equal Opportunity |
| 52.222-36 | Affirmative Action for Workers |
| 52.222-41 | Service Contract Act of 1965 |
| 52.222-42 | Statement of Equivalent Rates for Federal Hires |
| 52.222-50 | Combating Trafficking in Persons |
| 52.223-18 | Contractor Policy to Ban Text Messaging While Driving |
| 52.225-01 | Buy American Act – Supplies |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| | |

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

As prescribed in 17.208(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(End of clause)

⁽a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

⁽b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

⁽c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION 32.1110(a)(1) & 1832.1110(a)(1) Partial info from FAR, see FAR for full clause

Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either—
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and

pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

DOI ELECTRONIC INVOICING - Electronic Invoice Processing Platform Requirements - (IPP) APRIL 2011

Beginning May 1, 2011, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to May 1 remain the same. The Contractor must use IPP for contracts and orders awarded May 1 and later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to May 1.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]:

- · Reference Purchase Order
- Invoice

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 to 5 business days of the original contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

End of Clause

| AMENDME | NT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | | CONTRACT ID CODE | PAG | GE OF PAGES |
|--|---|---|----------------------------|--|-------------------|-------------------------------|
| 2. AMENDMEN | NT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REC | UISITION/PURCHASE REQ. NO. | 5. PROJE | 1 2 CT NO. (If applicable) |
| 0004 | | See Block 16C | | | | |
| 6. ISSUED BY | CODE | F01 | 7. ADI | MINISTERED BY (If other than Item 6) | CODE | |
| EASTSIDE 911 NE | VISION OF CONTRACTING E FEDERAL COMPLEX 11TH AVENUE D OR 97232-4181 | | | | L | |
| STATE PATE | ADDRESS OF CONTRACTOR (No., street | | (x) | AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) | | |
| GENERAL A OLYMPIA W | /A 98504-0001 | | | | 2.110 | |
| | | | F | A. MODIFICATION OF CONTRACT/ORDER | R NO. | |
| CODE | | FACILITY CODE | | 3. DATED (SEE ITEM 13) | | |
| CODE 00 | 70061260 | FACILITY CODE | | 9/02/2012 | | |
| | | 11. THIS ITEM ONLY APPLIES | TO AMENDA | ENTS OF SOLICITATIONS | | |
| THE PLACE virtue of this reference to | DESIGNATED FOR THE RECEIPT OF | DFFERS PRIOR TO THE HOUR AN or already submitted , such change mais received prior to the opening hour | ID DATE SPE nay be made | | YOUR OFFER | . If by |
| | 13. THIS ITEM ONLY APPLIES TO M | ODIFICATION OF CONTRACTS/OR | RDERS. IT MO | DDIFIES THE CONTRACT/ORDER NO. AS | DESCRIBED II | N ITEM 14. |
| CHECK ONE | | | | ES SET FORTH IN ITEM 14 ARE MADE II | | |
| | appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN | | | MINISTRATIVE CHANGES (such as chang OF FAR 43.103(b). TY OF: | | |
| | D. OTHER (Specify type of modification | and authority) | | | | |
| Х | FUNDING Action | | | | | |
| E. IMPORTANT | | X is required to sign this documer | nt and return | copies to the iss | uing office. | |
| Suggeste Delivery Payment PP30 Delivery FWS MID- 64 MAPLE BURBANK | ed COR: BLOWER 7: 10/28/2013 Terms: 7 Location Code: 0008 -COLUMBIA RIV NWR COM E STREET WA 99323 US Assignment: K G/L Ac 8 Area: F000 Commitme | 349262 PLX count: 6100.252V0 | | olicitation/contract subject matter where fea | asible.) | |
| | | ne document referenced in Item 9 A | or 10A, as he | retofore changed, remains unchanged and | in full force and | d effect. |
| | ND TITLE OF SIGNER (Type or print) | | 16A. | NAME AND TITLE OF CONTRACTING OF | | |
| 15B. CONTRA | CTOR/OFFEROR | 15C. DATE SIGNE | | JNITED STATES OF AMERICA | | 16C. DATE SIGNED |
| | (Signature of person authorized to sign) | | | (Signature of Contracting Officer) | | |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 F12PX02940/0004
 2
 2

NAME OF OFFEROR OR CONTRACTOR

STATE PATROL, WASHINGTON STATE DEPA TMENT OF THE

| SUPPLIES/SERVICES (B) | 1 | | UNIT PRICE (E) | AMOUNT (F) |
|--|--|--|--|---|
| Center: FF01R09000 Functional Area: CRS126400.000000 Fund: 145F1611MD Fund Center: CF01R09000 Project/WBS: FX.RS126401R1LE0 PR Acct Assign Line: 01 COB: Destination Ceriod of Performance: 10/01/2012 to 09/30/2017 | | | | |
| Change Item 00080 to read as follows(amount shown s the obligated amount): | | | | |
| USP radio training for Account No. FIS101 / Invoice 00054261 dated 06/20/2014 (Training given to USFWS Christopher David) TT Approval Num: N | | | | 9 |
| Period of Performance: 10/01/2013 to 09/01/2014 | | | | |
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WASHINGTON STATE PATROL INTERAGENCY AGREEMENT AMENDMENT RADIO FREQUENCY USE

The above-referenced Agreement between the Washington State Patrol and US Fish and Wildlife Service is hereby amended as follows:

- a. The Period of Performance is extended through June 30, 2022.
- b. The Amendment is effective on July 1, 2017.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Simon L. Tee
Grants and Contracts Manager

3/29/3017
Date

US FISH AND WILDLIFE SERVICE

Signature and Title

3/29/3017
Date

MEMORANDUM OF UNDERSTANDING BETWEEN

STATE OF WASHINGTON WASHINGTON STATE PATROL

AND U.S. FISH AND WILDLIFE SERVICE

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the U.S. Fish and Wildlife Service, hereinafter referred to as "the Department."

THE PURPOSE OF THIS MOU is for WSP to allow the Department to use the radio frequencies identified in this MOU for the furtherance of public safety and interoperability.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

FREQUENCY USE PERMIT

WSP grants to the Department permission to transmit and receive on the frequencies identified on the Radio Frequency Use Authorization Request form attached to this MOU as Exhibit A (Frequencies) and incorporated into this MOU.

DEPARTMENT RESPONSIBILITIES

The Department agrees to use the Frequencies:

- For mutual aid or emergency situation only.
- Consistent with Federal Communications Commission (FCC) rules and regulations contained in CFR 47, Part 90.
- Using procedures consistent with the WSP's established procedures. These procedures can be identified by contacting the training officer at the local communications center of the WSP.

Additional terms and conditions for Other Party use of the Frequencies are:

- The Department will provide, maintain, and operate, at its own expense, the mobile or portable
 transmitter/receiver units. This shall include all costs incurred if damage to operating
 frequencies occurs. This is not withstanding the ability to establish between WSP and the
 Department a separate agreement for WSP to provide certain billable services, such as radio
 programming, maintenance and repair, use training and dispatching.
- The Department and its employees or agents performing under this MOU are not employees or agents or the WSP.
- Permission for use of the Frequencies, and any claim arising under such permission, is not assignable or delegable by the Other Party either in whole or in part.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on the date of final signature and be completed on June 30, 2017, unless terminated sooner as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS

During the performance of this MOU, both parties shall comply with all federal and state nondiscrimination laws.

RECORDS MAINTENANCE

Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this MOU for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

MOU MANAGEMENT

The work described herein shall be performed under the coordination of Scott Allee of the Department, and Ms. Donna Barnes of WSP for issues related to operational procedures and radio training and Mr. Robert Schwent of WSP for other issues, or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

HOLD HARMLESS

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.

MOU ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

WSP may at any time terminate permission for the Department to use the frequencies identied in this MOU.

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state statutes and regulations;
- 2. General Terms and Conditions contained in this MOU
- 3. Any other provisions of the MOU, whether incorporated by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

| State of Washington | |
|-----------------------------|--------------------------------|
| Washington State Patrol | U.S. Fish and Wildlife Service |
| Thollest Molli | |
| FOR: John R. Batiste, Chief | Signature |
| | |
| 1/3/13 | 12-31-2012 |
| Date | Date |

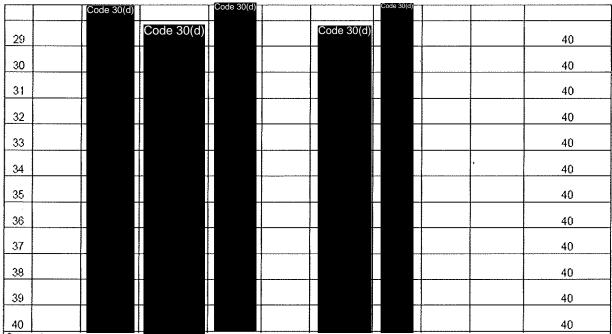
APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

EXHIBIT A RADIO FREQUENCY USE AUTHORIZATION REQUEST

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| NAME | | | | | TODAY'S DATE | | DIST/ | DET | | | | | |
| Robert Schwent | | | | | 12/14/2012 | | | | | | | | |
| BUREAU | DIVISION/DISTRICT/SEC | CTION | | | MAIL STOP | WORK | PHONE | | | | | | |
| TSB | Electronic Services | s Divis | ion | | | | | | | | | | |
| | CONTACT INF | ORM | ATION FOR | ОТНЕ | R AGENCY | | | | | | | | |
| NAME | | AGENO | | 0 000 | ** | | | | | | | | |
| Scott Allee | | U.S. 1 | Fish and Wildlif | 100 | 777777 | | | | | | | | |
| ADDRESS . | | CITY | | COU | | ZIP CC | DE | | | | | | |
| a | | Redn | | King | 1 | AT176 | | | | | | | |
| PHONE NUMBER | | FAX NU | | | | STATE | | | | | | | |
| (425) 883-8122 E-MAIL | | (425) | 883-8471 | | | WA | | | | | | | |
| Scott Allee@fws.gov | | | | | | | | | | | | | |
| TAN TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE | SE WSP FREQUENCI | ES [| REQUEST TO | USE | ANOTHER AGE | NCY'S | FREQ | JENCI | ES | | | | |
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| æ | 31 | | ees may apply) | 1160 | | | | | | | | | |
| Radio programming | | Пв | adio maintenano | e and | repair | Dispa | atch ser | vice | | | | | |
| Record maintenance | | | adio Procedures | | | | | | | | | | |
| Harris N. S. S. S. | , | | adio i roccdures | recur | ng | | | | | | | | |
| Other (Describe): | | | | | | | | | | | | | |
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| Recommend approval | | | | | | 5-3 | | | | | | | |
| /s/ Capt. W. H. Rethwill - FC DIVISION/DISTRICT COMMANDS | OB HO | | 12/18/1 | 2 | APPROVE | \boxtimes | Yes | | No | | | | |
| | ж | | DATE | | | | | | | | | | |
| Comments: Recommend approval | | | | (4 7) | | | | | | | | | |
| /s/ Robert Schwent | | | 12/14/20 | 112 | VERIFIED | \times | Yes | | No | | | | |
| ELECTRONIC SERVICES DIV | ISION | | DATE | A. 18 | 5.53 | | | | | | | | |
| Comments: | | | | | | | | | | | | | |
| | | | 09/201/99/99/4/27/2 | 0.0000 | | | 4000 | | 272 | | | | |
| /s/ Mark E. Layhew | | | 12/18/20 | 112 | VERIFIED | \boxtimes | Yes | Ш | No | | | | |
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| fa Will | V MM | | 1/3// | 3 | VERIFIED | X | Yes | | No | | | | |
| BUDGET AND FISCAL SEP | RVICES | | DATE | - | | | | 30. 30.0 | | | | | |
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| | FCC Call | | TRANSMIT | TXPL | TX PL | RECEIVE | RX PL | RX PL | | ANY RADIOS? |
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Conments:

State Common will be toned by district. See attached pl listing.

Exact timing of P25 conversion by district not determined.

Authorization for WSP talkgroups on IWN also authorized. These are tg3512 PATROL, tg 3513 INVES, and tg3514 SPECL

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| Dist 2 | D20 | | | D21 | | | | | | | | | | | | | | | | | | H |
| Dist 3 | D30 | | | | D31 | D32 | | | | | | | | | | | | | | | | |
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| Dist 4 | D40 | 100 | | | | | D41 | D42 | des ti | 325 | | | | | | | | | i j | | | Г |
| | 22 | | | | | | | | | | | | | | | | | | | | | |
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| Dist 6 | D60 | | 1.6% | | | | | | 1143 | | D61 | D62 | D63 | D64 | 1 1 | | | | | | | L |
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| Dist 7 | D70 | | | | | | | | | | | | | | D/1 | D/2 | D73 | D/4 | D/5 | | | _ |
| Dist 8 | D80 | | | | | | | | | | | | | | | | | | | D81 | | H |
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| PLT | ONE | | | | | | | | | | | | | | | | | _ | | | | |
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WASHINGTON STATE PATROL INTERAGENCY AGREEMENT AMENDMENT RADIO FREQUENCY USE

The above-referenced Agreement between the Washington State Patrol and the Federal Bureau of Investigation is hereby amended as follows:

- a. The Period of Performance is extended through June 30, 2023.
- b. The following section is added to DEPARTMENT RESPONSIBILITIES:
 - In no case shall the Agency use the WSP frequencies for dispatching purposes, day-to-day communications, training, or other use not directly described as mutual aid or interoperability with WSP.

All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Simon L. Tee
Grants and Contracts Manager

C-29-B

Date

FEDERAL BUREAU OF
INVESTIGATION

Jay S. Tabb
Special Agent in Charge

6/26/20/8

Date

MEMORANDUM OF UNDERSTANDING BETWEEN

STATE OF WASHINGTON WASHINGTON STATE PATROL

AND THE FEDERAL BUREAU OF INVESTIGATION

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Federal Bureau of Investigation, hereinafter referred to as the "Agency." This MOU is authorized under the provisions of Chapter 39.34 of the Revised Code of Washington.

THE PURPOSE OF THIS MOU is for WSP to allow the Agency to use the radio frequencies identified in this MOU for the furtherance of public safety and interoperability.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

FREQUENCY USE PERMIT

WSP grants to the Agency permission to transmit and receive on the frequencies identified on the Radio Frequency Use Authorization Request form attached to this MOU as Exhibit A (Radio Frequency Authorization Request) and incorporated into this MOU.

DEPARTMENT RESPONSIBILITIES

The Agency agrees to use the Frequencies:

- For mutual aid or emergency situation only.
- Consistent with Federal Communications Commission (FCC) rules and regulations contained in CFR 47. Part 90.
- Using procedures consistent with the WSP's established procedures. These procedures can be identified by contacting the training officer at the local communications center of the WSP.

Additional terms and conditions for Other Party use of the Frequencies are:

- The Agency will provide, maintain, and operate, at its own expense, the mobile or portable transmitter/receiver units. This shall include all costs incurred to Agency transmitter units if damage to operating frequencies occurs.
- The Agency and its employees or agents performing under this MOU are not employees or agents or the WSP.
- Permission for use of the Frequencies, and any claim arising under such permission, is not assignable or delegable by the Agency either in whole or in part.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE FEDERAL BUREAU OF INVESTIGATION (continued)

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on the date of final signature and be completed on June 30, 2018, unless terminated sooner as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS

During the performance of this MOU, both parties shall comply with all applicable federal and state nondiscrimination laws.

RECORDS MAINTENANCE

Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of this MOU. These records shall beavailable upon request to either party.

MOU MANAGEMENT

The work described herein shall be performed under the coordination of Charles J. Radabaugh of the Agency, and Ms. Donna Barnes of WSP for issues related to operational procedures and radio training and Mr. Robert Schwent of WSP for other issues, or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

HOLD HARMLESS

WSP shall be responsible for any damages due to the fault or negligence of WSP or its agents. The Agency shall be responsible for any damages due to the fault or negligence of the Agency or its representatives.

MOU ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

WSP may at any time terminate permission for the Agency to use the frequencies identied in this MOU.

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state statutes and regulations;
- 2. General Terms and Conditions contained in this MOU
- 3. Any other provisions of the MOU, whether incorporated by reference or otherwise.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE FEDERAL BUREAU OF INVESTIGATION (continued)

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

| State of Washington | |
|-------------------------|---------------------------------|
| Washington State Patrol | Federal Bureau of Investigation |
| Mederat & Maly CFO | Daura M. Thughlin |
| John R. Batiste, Chief | Laura M. Laughlin |
| ha II | Special Agent-in-Charge |
| 8/1/13 | 9/23/2013 |
| Date | Date / |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE FEDERAL BUREAU OF INVESTIGATION (continued)

EXHIBIT A RADIO FREQUENCY USE AUTHORIZATION REQUEST



| | | WSF | REQUESTO | R | | | | | | |
|--|--------------------------------------|-------|------------------------------|----------------------|---------------------------|-------------|--|------|--------------|--|
| NAME Dahard Cabusart | | | | | TODAY'S DATE 3/22/2013 | | DIST / DI | | | |
| Robert Schwent BUREAU | DIVISION/DISTRICT/SEC | CTION | | | MAIL STOP | I WORK | PHONE | | | |
| TSB | ESD |)Q., | | 42645 | | | 534-0 | | | |
| H-Paul | CONTACT INFORMATION FOR OTHER AGENCY | | | | | | | | | |
| NAME | | AGENO | | | | | | | | |
| Charles Radabaugh | | CITY | ral Bureau of In | vestion of the court | | ZIP CO | ne | | | |
| 1110 Third Avenue | | Seatt | le | Kin | | 9810 | | | | |
| PHONE NUMBER | | FAX N | | , | J | STATE | | | | |
| (206) 622-0460 | | | ***** | | | WA | | | | |
| E-MAIL charles.radabaugh@ic.ft | ni nov | | | | | | | | | |
| REQUEST TO US | | Fs [| REQUEST TO | USF | ANOTHER AGE | NCY'S | FREO | JENC | ES | |
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| Radio programming | | ΠR | adio maintenanc | e and | repair 🔲 | Dispa | itch sei | vice | | |
| Record maintenance | | = | adio Procedures | | • — | • | | | | |
| Other (Describe): | | | | | U | | | | | |
| | | Λ11 | THORIZATION | | | | | | . | |
| Comments: | | AU | INUNIZATIOI | | | | | | | |
| Approved via email by AC G | Bundermann | | | | | | | | | |
| | | | 3/21/201 | 13 | APPROVE | \boxtimes | Yes | | No | |
| DIVISION/DISTRICT COMMANDE | R | | DATE | | | | | | | |
| Comments: For Interoperability use | | | | | | | | | | |
| /s/ Robert Schwent | | | 3/21/20 | VERIFIED | \boxtimes | Yes | | No | | |
| ELECTRONIC SERVICES DIV | ISION | | DATE | | | | | | | |
| Comments: | | | | | | | | | | |
| /S/ Mark E. Layhew | | | 03/21/20 | 112 | VERIFIED | \boxtimes | Yes | | No | |
| COMMUNICATIONS | | | DATE | 713 | VERWILD | 24 | 103 | لسا | 110 | |
| Comments: | | | | | | | | | | |
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| Control of the contro | | | | | | | | | | |
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| Comments: | | | | | | | | | | |
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| DUDGET AND SIGNAL SEC | NUICEO | | DATE | | VERIFIED | | Yes | | No | |
| BUDGET AND FISCAL SEF | KVICES | | DATE | | | | | | | |

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE FEDERAL BUREAU OF INVESTIGATION (continued)

| FCC LICENSES INFORMATION FREQUENCIES REQUESTED | | | | | | | | | | | | |
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| | FCC Call Sign | NAME | TRANSMIT (TX) MHz | TX PL TONE | TX PL CODE | RECEIVE (RX) MHz | RX PL TONE Code 30(d) | RX PL CODE | HOW MANY RADIOS? MOBILE PORTABLE | | | |
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Adams of the

Washington State Patrol

Budget and Fiscal Services Contract Notification Form

| MSP Contract Number | ⊠ Billable ov | /er \$1 | 0,00 | 0 🗌 Bi | illabl | e under | \$10,000 | ☐ Payab | le [| Other | | | | |
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| Contract Start Date | | | | | | 5/555 | | | | | A/R Nu | mber | | |
| Official | | | | | | | CONTRACTOR CONTRACTOR | TOWNS COMMENSAGE | | | OFDAA | L. | OFOR | , |
| Contractor Name | | t Date | е | | | | | Date | | | CFDA | 10. | | |
| Radio Communications Contractor Name U.S. Forest Service Contractor Contact Address Contractor Contact Address Contractor Contact Address Contractor Contact Name Contractor Contact Phone BFS Contracts Specialist Name Terri Johnson S60-956-2474 Terri Johnson Terri Johnson S60-956-2474 Terri Johnson S60-956-2277 Section Project Manager/Position No. WSP Section/Division/Bureau BFS Budget Analyst Name Terri Johnson Section Project Manager/Position No. WSP Section/Division/Bureau BFS Budget Analyst Name Terri Johnson Section Manager Shawn Eckhart Shaw | And the second section of the second | ` | | | | 017 | 31/2014 | | | | | | | |
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| U. S. Forest Service | | | LIOII | 5 | | | | | | | Contractor | FIN/SSN | | |
| Contractor Contact Address 1835 Black Lake Blvd SW, Suite A, Olympia WA 98512-5623 Contractor Contact Name Mr. Dan Johnson Contractor Contact Name Mr. Dan Johnson Gontractor Contact Name Mr. Dan Johnson Contractor Contact Fax 360-956-2474 SPS Fiscal Analyst Name Terri Johnson BFS Gontracts Specialist Name Terri Johnson BFS Fiscal Analyst Name Teresa Morgan BFS Budget Analyst Name Shawn Eckhart COM WSP Project Manager/Position No. COM Contract Amount Contract Amount Position Frevious Contract Amount S14,500.00 Grants and Contracts Amount Amendment Amendment Amount Amendment Amount Amendment Amount Accounting Manager Master Index Accounting Manager Master Index Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager Billable Contracts Only Revised Total Amount Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Accounting Manager BFS Administrator Allot: Pres No No No No Revised Total Amount Accounting Manager BFS Administrator Allot: Pres No No No Revised Total Amount Accounting Manager BFS Administrator Allot: Pres No No No Revised Total Amount Accounting Manager Revised Code Billable BFS Administrator A | 11 2 12 22 22 | | e | | | | | | | | Contractor | LIIII | | |
| 1835 Black Lake Blvd SW, Suite A, Olympia WA 98512-5623 Contractor Contact Name Contractor Contact Phone Security Johnson Sign-956-2474 Terri Johnson Sign-956-2474 Terri Johnson Sign-956-2474 Terri Johnson Sign-956-2474 Terri Johnson Sign-956-2474 Terri Johnson Sign-956-2474 Terri Johnson Sign-956-2277 Terri John | Special Company of the Company of th | | | dress | | | | | | | | | | |
| Contractor Contact Name Mr. Dan Johnson 360-956-2277 360- | | | | | ۸ ۵ | lumnia l | MA 08512 | -5623 | | | | | | |
| Mr. Dan Johnson | | | | | | | | ne . | | BFS Contra | cts Spec | ialist Na | ame | |
| Contractor E-Mail Address danjohnson03@fs.fed.us 360-956-2277 Teresa Morgan WSP Project Manager/Position No. Mark Layhew COM Shawn Eckhart Extends performance period to 01/30/2014. Adds funds for services rendered during October 2013 and November 2013 to accommodate final contract closeout. New Contract Amount Position Signature and Date Previous Contract Amount State and Contracts Manager Signature and Date Previous Contract Amount Amendment Amendment State and Contracts Manager Amount Amendment State and Contract Amount Amendment Combine State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State and Contract State Stat | THE RESERVE AND THE PROPERTY OF THE PROPERTY O | | | | | Q05/Device | | | | | | | | |
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| Primary Org Limit By Org Code Yes No Code: Other Org External Contract Yes No Codes: | | | | | March 1 | | | 30 - 10 | | 12-20 | | A NO | | |
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| Type of Receipt: ⊠Revenue ☐ Interagency Reimbursement ☐ Recovery of Expenditure | External Cont | tract | | ⊠ Yes | | lo | | rg | | | | | | |
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Distribution: ⊠ Project Manager ⊠ Fiscal Analyst 300-365-522 (R 7/09)

⊠Budget Analyst

Other:_

| | T OF SOLICITATION/MODIFIC | CATION OF CONTRACT | | 1. CONTRACT ID CODE | PAC | GE OF PAGES |
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| 2. AMENDMENT | MODIFICATION NO. | 3. EFFECTIVE DATE | 4 5 | REQUISITION/PURCHASE REQ. NO. | le ppour | 1 3 |
| 0003 | The second second second | 10/01/2013 | 2000 | e Schedule | 5. PROJE | CT NO. (If applicable) |
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| 8. NAME AND A | DDRESS OF CONTRACTOR (No., street | et, county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | | |
| чис этатг | ROL WASHINGTON DEPA | DUMENII OE | (V) | 3 | | |
| ATTN TERR BUDGET AN | I JOHNSON D FISCAL SERVICES | KIMENI OF | | 9B. DATED (SEE ITEM 11) | 0: | |
| PO BOX 42 | | | | 10A. MODIFICATION OF CONTRACT/ORDER N | NO. | |
| L50003379 | 1 A 98504-2602 | | × | 10A. MODIFICATION OF CONTRACT/ORDER N AG-05G2-P-13-0015 | | |
| DIMETH W | M 20004-2002 | | | 109 DATED (SEE ITEM 40) | | |
| CODE 150 | 0033791# | FACILITY CODE | - | 10B. DATED (SEE ITEM 13) | | at . |
| 130 | 0033131# | 11. THIS ITEM ONLY APPLIES TO | | 05/29/2013 | | |
| to the solicitation of this are to the solicitation of the solicit | RESIGNATED FOR THE RECEIPT OF mendment you desire to change an officend mend with a mendment, and is receive G AND APPROPRIATION DATA (If red Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z | OFFERS PRIOR TO THE HOUR AND er allready submitted, such change may or prior to the opening hour and date sy quired) No. Z. Z. Z. Z. Z. Z. Z. Z. Z. J. 3.60 N.F. MODIFICATION OF CONTRACTS/ORD PURSUANT TO: (Specify authority) T CT/ORDER IS MODIFIED TO REFLECH IN ITEM 14, PURSUANT TO THE AUT IS ENTERED INTO PURSUANT TO THE AUT IS ENTERED INTO PURSUANT TO THE AUT IS ENTERED INTO PURSUANT TO THE AUTHORISM AUTHORIS | D DATE S y be made pecified. et II LEO 6. DERS. IT THE CHAR CT THE UTHOR | ncrease; 14.2540.ZZ.ZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ | OUR OFFER or letter make 1,682.8 ESCRIBED IN THE CONTR | R. If by es reference B 1 NITEM 14. ACT |
| E. IMPORTANT: | Contractor is not. | x is required to sign this document | and relu | orn1_ copies to the issuin | g office. | |
| NASHINGTO ENFORCEME MODIFICAT 2013. SE PHE PERFO | N STATE PATROL: PR NT, FISCAL YEAR 201 ION #03 ADDS COMPLE E ADDITIONAL INFORM | OVISION OF RADIO CO 3 (REMAINDER OF), W TING FUNDING FOR SE ATION ON LINE ITEM | MMUN ASHI CRVIC 002 | ng solicitation/contract subject matter where feasi NICATIONS SERVICES, USFS INGTON STATE GEOGRAPHIC A CES RENDERED DURING OCTOB (OCTOBER) AND LINE ITEM 2014 TO ACCOMMODATE ADMIN | REGION REA ER AND 003 (N | NOVEMBER OVEMBER). |
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NAME OF OFFEROR OR CONTRACTOR

STATE PATROL WASHINGTON DEPARTMENT OF

| SUPPLIES/SERVICES (R) | | | UNIT PRICE | AMOUNT |
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| | (C) | (D) | (E) | (F) |
| OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE A ATTN ROXANNE HERSHEY 360 956 2438 FAX 360 956 2277 OLYMPIA WA 98512-5623 Agency Code (4): FS00 Program Code (25): 1360NFLE0614 BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZ Job Code (8): ZZZZZZZZ Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZZ Budget Org (7): ZZZZZZZ Sub Budget Org (2): ZZ Report Category (4): ZZZZ FOB: Destination Period of Performance: 05/01/2013 to 01/31/2014 Add Item 002 as follows: | | | | |
| REQNR: WA State Patrol Radio Communications | 223.63 | DO | 1.00 | 223.63 |
| Line Item 002 adds funding per the following prescription: 1) \$2,127.31 remains available following payment of Invoice 52085 (9/2013). 2) Invoice 52278 is \$2,301.52 (10/2013) 3) \$2301.52 - \$2127.31 = \$174.21 4) Invoice 52486 is \$49.42 (radio training, 11/2013) 5) \$174.21 + \$49.42 = \$223.63, total Line Item 002 funding. | | | | . • |
| Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS Requisition No: 676722 Period of Performance: 10/01/2013 to 01/31/2014 | | | | |
| Add Item 003 as follows: | | | | |
| Line Item 03 provides additional funding for | 459.18 | DO | 1.00 | 1,459.18 |
| Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS Continued | | | | |
| | Payment: OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE A ATTN ROXANNE HERSHEY 360 956 2438 FAX 360 956 2277 OLYMPIA WA 98512-5623 Agency Code (4): FS00 Program Code (25): 1360NFLE0614 BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZ Job Code (8): ZZZZZZZZ Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZ Budget Org (7): ZZZZZZZ Sub Budget Org (2): ZZ Report Category (4): ZZZZ FOB: Destination Period of Performance: 05/01/2013 to 01/31/2014 Add Item 002 as follows: REQNR: WA State Patrol Radio Communications Line Item 002 adds funding per the following prescription: 1) \$2,127.31 remains available following payment of Invoice 52085 (9/2013). 2) Invoice 52085 (9/2013). 2) Invoice 52278 is \$2,301.52 (10/2013) 3) \$2301.52 - \$2127.31 = \$174.21 4) Invoice 52486 is \$49.42 (radio training, 11/2013) 5) \$174.21 + \$49.42 = \$223.63, total Line Item 002 funding. Product/Service Description: SUPPORT-PROFESSIONAL: COMMUNICATIONS Requisition No: 676722 Period of Performance: 10/01/2013 to 01/31/2014 Add Item 003 as follows: REQNR: WA State Patrol Communications Nov 2013. 1 Line Item 03 provides additional funding for November 2013 services provided. Product/Service Code: R426 Product/Service Description: SUPPORT-PROFESSIONAL: COMMUNICATIONS REPORTS SUPPORT-PROFESSIONAL: COMMUNICATIONS REPORT SUPPORT-PROFESSIONAL: COMMUNICATIONS REQUISITION SUPPORT-PROFESSIONAL: COMMUNICATIONS | Payment: OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE A ATTN ROXANNE HERSHEY 360 956 2438 FAX 360 956 2277 OLYMPIA WA 98512-5623 Agency Code (4): FS00 Program Code (25): 1360NFLE0614 BCC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZ Job Code (8): ZZZZZZZ Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZZ Budget Org (7): ZZZZZZZ SUb Budget Org (2): ZZ Report Category (4): ZZZZ FOB: Destination Period of Performance: 05/01/2013 to 01/31/2014 Add Item 002 as follows: REQNR: WA State Patrol Radio Communications Line Item 002 adds funding per the following prescription: 1) 92,127,31 remains available following payment of Invoice 52278 is \$2,301.52 (10/2013) 3) \$2301.52 - \$2127.31 = \$174.21 4) Invoice 52278 is \$2,301.52 (10/2013) 5) \$174.21 + \$49.42 = \$223.63, total Line Item 002 funding. Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS REQUISITION November 2013 services provided. Product/Service Code: R426 Product/Service Code: R426 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS REQNR: WA State Patrol Communications Nov 2013. 1459.18 Line Item 03 provides additional funding for November 2013 services provided. Product/Service Code: R426 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | Payment: OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE A ATTN ROXANNE HERSHEY 360 956 2438 FAX 360 956 2277 OLYMPIA WA 98512-5623 Agency Code (4): FS00 Program Code (25): 1360NFLE0614 BOC: 2540 Sub BoC (2): 2Z Cost Org (7): 2ZZZZZZ Job Code (8): ZZZZZZZ Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZZ Budget Org (7): ZZZZZZZ SUB Budget Org (2): ZZ Report Category (4): ZZZZZ FOB: Destination Period of Performance: 05/01/2013 to 01/31/2014 Add Item 002 as follows: REQNR: WA State Patrol Radio Communications Line Item 002 adds funding per the following prescription: 1) \$2,127.31 remains available following payment of Invoice 52085 (9/2013). 2) Invoice 52278 is \$2,301.52 (10/2013) 3) \$2301.52 - \$2127.31 = \$174.21 4) Invoice 52486 is \$49.42 (radio training, 11/2013) 5) \$174.21 + \$49.42 = \$223.63, total Line Item 002 funding. Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS REQUISITION No: 676722 Period of Performance: 10/01/2013 to 01/31/2014 Add Item 003 as follows: REQNR: WA State Patrol Communications Nov 2013. 1459.18 DO Line Item 03 provides additional funding for November 2013 services provided. Product/Service Code: R426 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | Payment: |

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NAME OF OFFEROR OR CONTRACTOR
STATE PATROL WASHINGTON DEPARTMENT OF

| ITEM NO, (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UИП (D) | UNIT PRICE (E) | AMOUNT (F) |
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| | Requisition No: 677324 | | - | | ``` |
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WSP CONTRACT NO. C140410GSC

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| | | 12/0 | VE DATE 1/2013 AG-05G2-P-1 | 14-0003 | | | | | ISSUE DATE |
| INFO | R SOLICITATION RMATION CALL: | DAN JOHNSON | | 10 | 6. TELEPHONE 360-956 | | (No collect calls) | 8. OFFER D | UE DATE/LOCAL TIME |
| 9. ISSUED BY | | | CODE 05G2 | 10, THIS ACQU | JISITION IS | X UNR | RESTRICTED OR | SET ASIDE: | % FOR: |
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| | AN JOHNSON 360 956 2277 | 956 2474 | | SERVICE- | | [] 8(A) | 28 | | 410.0 |
| | WA 98512-5623 | | | VETERAN SMALL BU | | ACT 10 (1) | | s | ZE STANDARD: \$10.0 |
| | FOR FOB DESTINA- SS BLOCK IS NET | COUNT TERMS | | | CONTRACT IS | | 13b. RATING | | |
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| 15, DELIVER TO | | CODE 05G2 | | 16. ADMINISTE | RED BY | | □RFQ □IF | CODE O | RFP GG2 |
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| 17a, CONTRACTO OFFEROR | | 0033791# F | ACILITY | 18a. PAYMENT | T WILL BE MAD | E BY | | CODE 0 | 5G2 |
| ATTN TER BUDGET A PO BOX 4 15000337 | | | 40000 | 1835 BI ATTN F | | KE BLV HERSH | /D SW STE A HEY 360 956 2 | 438 | |
| TELEPHONE NO. | 360.596.4 | 1063 | | | | | | | |
| 176. CHECK IF | REMITTANCE IS DIFFERENT | AND PUT SUCH ADDRESS I | IN OFFER | 18b. SUBMIT II | | | OWN IN BLOCK 18a UNLES | SS BLOCK B | ELOW |
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| | FY2014, PARTIA FOREST SERVICE NOTE: AS OF I Invoice-to" ac the Department Platform (IPP) instructions c invoices via I communications | AL, 12/01/201 E, REGION-6 L FEBRUARY 24, ddress for US t of Treasury). The Contra on how to reg IPP as prescr s from USDA a | INGTON STATE PATRO 3 - 09/30/2014 FO AW ENFORCEMENT 2014, The "Submit BDA orders will be 's Invoice Proces actor must follow gister and submit sibed in forthcomit and Treasury. A al Sheels as Necessary) | OR US | | | | | |
| | NG AND APPROPRIATION | | ar oncets as recessary | | | 26 | I TOTAL AWARD AMOU | NT (For Go | vt. Use Only) |
| See sche | | | | | | | \$25,000. | 00 | |
| Z 27b. CONTR | TATION INCORPORATES B ACT/PURCHASE ORDER II | BY REFERENCE FAR 52 NCORPORATES BY REF | 212-1, 52 212-4. FAR 52 212-3 A FERENCE FAR 52 212-4. FAR 52 | AND 52.212-5 .212-5 IS ATT | ARE ATTACH ACHED. | IED. AD ADDEND | DENDA A | | ARE NOT ATTACHED. X ARE NOT ATTACHED. |
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| | FOR LOCAL REPRODUCTION IS NOT USABLE | ON O | 1/15/14 | print in | V | 7 | | | P (REV. 2/2012) AR (48 CFR) 53.212 |

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NAME OF OFFEROR OR CONTRACTOR

| NO. L} | supplies/services (B) | QUANTITY (C) | ынт (D) | UNIT PRICE | AMOUNT (F) |
|-----------|---|--|------------|------------|--|
| | Patrol (WSP) Agreement numbered No. C140410GSC, for the remainder of Federal Fiscal Year 2014, which includes the period of December 1, 2013 - September 30, 2014. | | | | |
| | Originals of the current agreement will be forwarded with USFS signature for reference. | · · · · · · · · · · · · · · · · · · · | | | |
| | The geographic area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | | To the state of th |
| | RATES: | | | | |
| | Per adjusted rates in effect as of July 1, 2013, WSP shall provide covered services: | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) of \$400.00 that includes the first 150 calls; | | | | |
| | B) Additional calls (from call #151 up to and including 4,999 calls per month) shall be billed at \$2.78 per call (the first 150 are billed at \$400.00, as in A) above); | And the second s | | | |
| | C) For monthly total calls at 5,000 or more, all calls from the 151st call shall be billed at \$2.50 per call for that month (the first 150 are billed at \$400.00, as in A) above) | | | | |
| | Other services under this agreement include training of new USFS officers and shall be provided as necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only actual and customary charges will be invoiced and paid. The purchase order will be modified as necessary during the performance period. | | | | |
| | Payments will be made monthly, in arrears, following receipt of the vendor's invoice and acceptance of the included services. | | | | |
| | NOTE: UNTIL FEBRUARY 24, 2014, SUBMIT INVOICES DIRECTLY TO THE CONTACT AT THE BLOCK 18a ADDRESS IN THE MIDDLE-RIGHT OF PAGE 1. | | | | |
| | Continued | | | | |
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| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE C |)F |
|-------------------------------|---|--------|----|
| | AG-05G2-P-14-0003 | 4 | 4 |
| NAME OF OFFERCE OR CONTRACTOR | | | |

| NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | инт (D) | UNIT PRICE (E) | AMOUNT (F) |
|--|---|---|------------|--|---------------|
| Prod | uct/Service Code: R426 uct/Service Description: SUPPORT- ESSIONAL: COMMUNICATIONS | | | | |
| | total amount of award: \$25,000.00. The gation for this award is shown in box 26. | 100-00-1-110-1-1-1-1-1-1-1-1-1-1-1-1-1- | | | |
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FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2014)

| a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this ontract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
|---|
| (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). |
| Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)). |
| (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). |
| (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78). |
| b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being acorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial ems: |
| [Contracting Officer check as appropriate.] |
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C 253g and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009). |
| (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5). |
| (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). |
| (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313) |
| (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and sectio 745 of Division D of Pub. L. 110-161). |
| (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). |
| (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). |
| (11) [Reserved] |
| (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |
| |

___ (iii) Alternate II (Nov 2011).

| (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
|---|
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)). |
| (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)). |
| (ii) Alternate I (Oct 2001) of 52.219-9. |
| (iii) Alternate II (Oct 2001) of 52.219-9. |
| (iv) Alternate III (July 2010) of 52.219-9. |
| (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). |
| (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
| (ii) Alternate I (June 2003) of 52.219-23. |
| (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f). |
| (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). |
| (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)). |
| (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)). |
| _X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| _X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). |
| _X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). |
| _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). |
| (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212). |
| Y (31) 52 222-36. Affirmative Action for Workers with Disabilities (Oct 2010) (29 H.S.C. 793) |

| (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212). |
|--|
| (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423). |
| (ii) Alternate I (Dec 2007) of 52.223-16. |
| _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011). |
| (39) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d). |
| (40) (i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). |
| (ii) Alternate I (Mar 2012) of 52.225-3. |
| (iii) Alternate II (Mar 2012) of 52.225-3. |
| (iv) Alternate III (Nov 2012) of 52.225-3. |
| (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note). |
| (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). |
| (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). |
| X (48) 52 232-33 Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332). |

| | (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 C. 3332). |
|----------------|--|
| _X_ | (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332). |
| | (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| | (52) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 10 U.S.C. 2631). |
| | (ii) Alternate I (Apr 2003) of 52.247-64. |
| Officer has in | actor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting dicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable s of commercial items: |
| | [Contracting Officer check as appropriate.] |
| | (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). |
| (| (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). |
| | (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option racts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.). |
| | (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 C. 351, et seq.). |
| | (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or ir of Certain EquipmentRequirements (Nov 2007) (41 U.S.C. 351, et seq.). |
| | (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain ServicesRequirements 2009) (41 U.S.C. 351, et seq.). |
| (| (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). |
| (| (8) 52.226-6, Promoting Excess Food Donation to Nonprotit Organizations. (Mar 2009) (Pub. L. 110-247). |
| (| (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)). |
| was awarded | er General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215 Records Negotiation. |
| /1\ T | h. Company to Company folia Maria de transportation and the Company to the Company to the Company of the Compan |

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
 - (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

| AMENDMENT OF SOLIGITATION/MODIFIC | CATION OF CONTRACT | | 1, CONTRACT ID CODE | PAGE OF PAGES |
|---|---|--|---|---|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | IA DI | EQUISITION/BUBCHASE BEO NO | 1 4 |
| 0002 | MAN THE TOWN AND MAN PROPERTY OF | The state of the s | 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (II app. See Schedule | |
| 6. ISSUED BY CODE | 10/01/2015 05G2 | | DMINISTERED BY (if other than Item 6) | |
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| 8. NAME AND ADDRESS OF CONTRACTOR (No., stree | et, county, State and ZIP Code) | [9 | PA. AMENDMENT OF SOLICITATION NO. | |
| | | (x) s | ALTERNATION OF SOCIOTATION NO. | |
| MASHINGTON STATE PATROL - 80 | 088838540000 | | 28 |) |
| ATTN JULIE HANNAH BUDGET AND FISCAL SERVICES | | 1 19 | B. DATED (SEE ITEM 11) | |
| O BOX 42602 | | | | |
| 500033791 | | x 1 | OA MODIFICATION OF CONTRACT/ORDER | R NO. |
| LYMPIA WA 98504-2602 | | 1 | 10 0005 L-10-0003 | |
| 3 | | 1 | OB. DATED (SEE ITEM 13) | |
| CODE 1500033791# | FACILITY CODE | | 05/12/2015 | |
| 100003771# | S EMPANSAN ACK MODERNASY | | DMENTS OF SOLICITATIONS | |
| separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an off reference to the solicitation and this amendment, and | opies of the amendment; (b) By act to the solicitation and amendmen OFFERS PRIOR TO THE HOUR / for already submitted, such change this received prior to the opening he | knowledging r nt numbers. I AND DATE Sf e may be mad | receipt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGEMENT PECIFIED MAY RESULT IN REJECTION OF le by telegram or letter, provided each telegra- | e offer submitted ; or (c) By TO BE RECEIVED AT YOUR OFFER. If by |
| ACCOUNTING AND APPROPRIATION DATA (If rec | quired) | 3000 | | \$983.72 |
| See Schedule | | and a sum and the second | | ************************************** |
| 13. THIS ITEM ONLY APPLIES TO A | MODIFICATION OF CONTRACTS/ | ORDERS. IT I | MODIFIES THE CONTRACT/ORDER NO. AS | DESCRIBED IN ITEM 14. |
| A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A. | PURSUANT TO: (Specify authority | y) THE CHAN | NGES SET FORTH IN ITEM 14 ARE MADE IN | N THE CONTRACT |
| B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT | CT/ORDER IS MODIFIED TO REF H IN ITEM 14, PURSUANT TO TH | FLECT THE A IE AUTHORIT | DMINISTRATIVE CHANGES (such as change Y OF FAR 43.103(b). | es in paying office, |
| C. THIS SUPPLEMENTAL AGREEMEN | | T TO AUTHOR | RITY OF: | 9 |
| X FAR 52.212-4(c) Char | nges | | | |
| D. OTHER (Specify type of modification | n and authority) | | | (A) |
| Matters (M. M. Market and a Vice Vice Vice Vice Vice Vice Vice Vice | SERVICE OF STATE OF | | | |
| IMPORTANT: Contractor Sis not. | is required to sign this docum | | | |
| 4 DESCRIPTION OF AMENDMENT/MODIFICATION NO. 02: PROVID XTENDS PERFORMANCE PERIOD A | DES COMPLETING FUN | ngs, including | rsolicitation/contract subject matter where fea OR PROCESSING OF FINAL | invoice and |
| ODIFICATION NO. 01: EXTENS | SION OF PERFORMANC | E PERIO | OD THROUGH SEPTEMBER 30 |), 2015 AND |
| NCORPORATION OF AGREEMENT N | | | | |
| ASE: RADIO COMMUNICATIONS EGION-6 LAW ENFORCEMENT WIT | | | 1 - JUNE 30, 2015, FOR | US FOREST SERVICE |
| | | | | |
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| ontinued | | | | |
| xcept as provided herein, all terms and conditions of the | ne document referenced in Item 9 / | A or 10A, as h | erelofore changed, remains unchanged and i | in full force and effect. |
| A NAME AND TITLE OF SIGNER (Type or print) | mi' n | | NAME AND TITLE OF CONTRACTING OF | FICER (Type or print) |
| KUBERT MI | gull CE | DA | niel w. Johnson | |
| 5B. CONTRACTOR/OFFEROR | 15C, DATE SIGN | ED 16B | UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Bignarure of person euthorized orsign) | alu < | | XIVY NINGO | 2) (1/19/201 |
| (algumente of person eutrianted tersign) SN 7540-01-152-8070 | | | (Signature of Contracting Officer) | STANDARD FORM 30 (REV. 10-83) |
| revious edition unusable | 141/1 | 5 | | Prescribed by GSA FAR (48 CFR) 53.243 |

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE CONTINUATION SHEET AG-05G2-P-15-0009/0002 2 4

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|----------|---|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| × | Payment: INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV FOB: Destination Period of Performance: 03/01/2015 to 10/31/2015 Change Item 001 to read as follows(amount shown | | | | |
| 001 | is the obligated amount): MODIFICATION No. 01: This purchase order also | | | | 0.0 |
| | obligates funds for radio communication services as described below for the period July 1, 2015 through September 30, 2015, the remainder of Federal Fiscal Year 2015. WSP implemented a new agreement beginning July 1, 2015 numbered K-10779. This agreement contains updated rates based on the Contractor's most recent rate study. The agreement document will be signed by both parties, will cover from July 1, 2015 through June 30, 2017, and will be distributed as to all parties. See "K10779 RATES" below for the updated service rates. | | | | |
| | AGREEMENT # K-10779 RATES (7/1/15 - 9/30/15): Per adjusted rates in effect as of July 1, 2015, WSP shall provide covered services: | | | | |
| | A) Radio Dispatching: at a flat rate (Minimum Service Charge, MSC) of \$400 per month that includes the first 150 calls/transactions; | | | | |
| | B) Additional calls (from Call #151 up to and including 4,999 calls per month) shall be billed at \$3.06 per call (the first 150 are billed at \$400.00, as in A) above); | | | | Đ |
| | C) For monthly total calls/transaction at 5,000 or more, all calls from the 151st call shall be billed at \$2.75 per call/transaction, representing a 10% discount. | | | | |
| | D) Communication training: includes actual salaries/benefits, mileage and indirect costs, i.e. fully-burdened rates. The billable code is for communications division training services only at: \$61,50 per hour regular time and Continued | | | | |
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| | | PAGE C |)F |
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-15-0009/0002 | 3 | 4 |
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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| M NO. A} | SUPPLIES/SERVICES (B) | QUANTITY (C) | 1 1 | UNIT PRICE | AMOUNT |
|-------------|--|-----------------|-----|------------|--------|
| | overtime at \$88.45 per hour. Each of these rates | (C) | (D) | (E) | (F) |
| | are fully-burdened. | | | | • |
| | The other services described at "D)" under this | | | | |
| | agreement includes training of new USFS law | | | | |
| | enforcement officers and shall be provided as | | | | |
| | necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only | | | | |
| | actual and customary charges will be invoiced and | | | | |
| | paid, as defined and described in the rate | | | | |
| | schedules above. The purchase order will be | | | | |
| | modified as necessary during the performance | | | | |
| | period. | | | | |
| | Payments will be made monthly, in arrears, | | | | |
| | following receipt of the vendor's invoice and | | | | |
| | acceptance of the included services. | | | | |
| | See the 'Base' version's Line Item 01 text below: | | | | |
| | | | | | |
| | REQNR: WA State Patrol Radio Communications | | | | |
| | This purchase and a ship of the first of the ship of t | | | | |
| | This purchase order obligates funds for radio communications services amongst USFS and other | | | | |
| | law enforcement entities per Washington State | | | | |
| | Patrol (WSP) Agreement numbered No. C140410GSC, | | | j | |
| | for the period of March 1, 2015 through June 30, | | | | |
| | 2015. See "C140410GSC RATES" below. | | | | |
| | This purchase order will be modified to extend | | | | |
| | the performance period to September 30, 2015, the | | | | |
| | remainder of Federal Fiscal Year 2015, when the | | | | |
| | new WSP-USFS agreement document, # K-10779 is finalized and signed. | | | | |
| | | | | | |
| | The geographic area covered by this agreement and | | | | |
| | purchase order includes all of Washington State as the entire state lies within US Forest Service | | | | |
| | Pacific Northwest Region 6. | | | | |
| | | | | | |
| | AGREEMENT # C140410GSC RATES (3/1/15 - 6/30/15): | | | | |
| | Per adjusted rates in effect as of July 1, 2013, | | | | |
| | WSP shall provide covered services: | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) | | | | |
| | of \$400.00 that includes the first 150 calls; | | | | |
| | Continued | | | | |
| | | | | | |
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| -01-152- | | | | | |

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| CONTINUATION OFFER | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
| CONTINUATION SHEET | AG-05G2-P-15-0009/0002 | 4 | 4 | |
| | | | | |

NAME OF OFFEROR OR CONTRACTOR

| TEM NO. | SUPPLIES/SERVICES | QUANTITY | 1 1 | UNIT PRICE | TALLOMA |
|---------|---|----------|-----|------------|---------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | B) Additional calls (from call #151 up to and | | П | | |
| | including 4,999 calls per month) shall be billed | | | | |
| | at \$2.78 per call (the first 150 are billed at | | | | |
| | \$400.00, as in A) above); | | | | |
| | C) For monthly total calls at 5,000 or more, all | | | | |
| | calls from the 151st call shall be billed at | | | | |
| | \$2.50 per call for that month (the first 150 are | | | | |
| | billed at \$400.00, as in A) above). | | | | |
| | | | | | |
| | Payment will be made monthly, following | | | | |
| | completion of the work, inspection and acceptance | | | | |
| | of the completed work by the Government's | | | | |
| | technical representative and submittal of monthly | | | | |
| | invoices via the US Treasury's IPP system. | | | | • |
| • | Product/Service Code: R426 Product/Service Description: SUPPORT- | | | | |
| | PROFESSIONAL: COMMUNICATIONS | 1 | | | |
| | Requisition No: 739269 | | | | |
| | 1 104215161616161759209 | | | | |
| | Accounting Info: | | | | |
| | FS00.ZZ1360NFLE0615.2540 Agency Code: | | | | |
| | FS00 Budget Yr Start: ZZ SHC: 1360NFLE0615 BOC: | | | | |
| | 2540 | | | | |
| | Funded: \$0.00 | | | | |
| | | | | | |
| | Add Item 002 as follows: | | | | |
| | | | | | |
| 02 | REQNR: WA State Patrol Radio Communications FY15 | | | | |
| 32 | Final October Invoice | | | | 983 |
| | TIME OCCOPET INVOICE | 1 | | | |
| | Line Item 02 provides completing funding for | | | | |
| | processing of project's final invoice, #59150. | | | | |
| | · | | | | |
| | Requisition No: 779142 | İ | | | |
| | * * * * * * * * * * * * * * * * * * * | | | | |
| | Accounting Info: | | | : | |
| | FS00.ZZ1360NFLE0616.2540 Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0616 BOC: | | | | |
| | 2540 | | | | |
| | Funded: \$983.72 | İ | | | |
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| AMENDMENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|--|---|--|--|
| 2. AMENDMENT/MODIFICATION NO. | | | 1 1 3 |
| | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. 776523 | 5. PROJECT NO. (If applicable) |
| 0001 ISSUED BY CODE | 10/01/2016 | | |
| DLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE ATTN DAN JOHNSON 360 956 24 FAX 360 956 2277 DLYMPIA WA 98512-5623 | | 7. ADMINISTERED BY (If other than Item 6) | CODE |
| NAME AND ADDRESS OF CONTRACTOR (No., stree | t, county. State and ZIP Code) | (a) 9A. AMENDMENT OF SOLICITATION NO. | |
| ASHINGTON STATE PATROL - 80 UDGET AND FISCAL SERVICES O BOX 42602 500033791 LYMPIA WA 98504-2602 | | 9B. DATED (SEE ITEM 11) ** 10A. MODIFICATION OF CONTRACT/ORDER AG-05G2-P-16-0001 | R NO. |
| | | | |
| ODE 1500033701# | FACILITY CODE | 10B. DATED (SEE ITEM 13) | |
| 1500033791# | 1 | 12/01/2015 | |
| | 2540 IODIFICATION OF CONTRACTS/ORD | DERS. IT MODIFIES THE CONTRACT/ORDER NO. AS THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN | |
| B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMEN | en en en en en en en en en en en en en e | CCT THE ADMINISTRATIVE CHANGES (such as change AUTHORITY OF FAR 43.103(b). | es in paying office, |
| 5 | | | |
| D. OTHER (Specify type of modification | | Later by the base of the | |
| X Extension of Period | of Performance per | FAR 52.212-4(c), Changes | |
| . IMPORTANT: Contractor is not. | x is required to sign this document | | A STATE OF THE PARTY OF THE PAR |
| ADIO CALL COMMUNICATION SEF ERVICE REGION-6 LAW ENFORCE ODIFICATION NO. 01: EXTENS | VICES, NOVEMBER 1,: MENT, WITHIN WASHI | s, including solicitation/contract subject matter where lead 2015 - DECEMBER 31, 2016 FOR NGTON STATE ERFORMANCE THROUGH DECEMBER | R US FOREST |
| | | | |
| | | | |
| * " " " | | | |
| ontinued | | | |
| xeept as provided herein, all terms and conditions of to SA. NAME AND TITLE OF SIGNER (Type or print) SA. SONTRACTOPOFFERER | he document referenced in Item 9 A o | DANIEL W. JOHNSON 168. UNITED STATES OF AMERICA | FICER (Type or print) 16C, DATE SIGNED |
| (Signature et person aumonised le sign) NSN 7540-01-152-9070 Previous edition unusable | 1917/18 | resignately of globigaring chicago | 09/12/2016 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

AG-05G2-P-16-0001/0001

PAGE 2

OF 3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY UNIT | 51111211111111111111111111111111111111 | AMOUNT |
|--------------|--|--|--|--|
| (11) | Payment: | (C) (D) | (E) | (F) |
| 9 | INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0616 BOC: 2540 FOB: Destination Period of Performance: 11/01/2015 to 12/31/2016 | | | 10 E E E E E E E E E E E E E E E E E E E |
| | Change Item 001 to read as follows (amount shown is the obligated amount): | | | а ⁰ 2 у н |
| i T | MODIFICATION NO. 01 EXTENDS THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2016 TO CONSUME REMAINING, AVAILABLE FUNDS. | C g | 2 | 10 10 |
| 001 | REQNR: Washington State Patrol Radio Communications | | | 0.0 |
| | This purchase order obligates funds for radio communications services amongst USFS and other law enforcement entities per Washington State Patrol (WSP) Agreement numbered No. C140410GSC, as updated and extended, for the period of November 1, 2015 through September 30, 2016. | | | e 8 |
| | The geographic area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | 5) X) |
| | Per agreement, the rates for Agreement No. C140410GSC have been updated per the most recent vendor rate study; these rates are shown below and are accepted as presented. | | -21 | g |
| | Per adjusted rates in effect as of July 1, 2015, WSP shall provide covered services: | | I. I. I. I. I. I. I. I. I. I. I. I. I. I | |
| | A) Radio Dispatching: at a flat rate (Minimum Service Charge, MSC) of \$400 per month that includes the first 150 calls/transactions; | | | # > |
| M. | B) Additional calls (from Call #151 up to and including 4,999 calls per month) shall be billed at \$3.06 per call (the first 150 are billed at \$400.00, as in A) above); | × | | ē |
| | Continued | To the state of th | | 8 |
| Nati | | × | | |

REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** PAGE OF AG-05G2-P-16-0001/0001 3 3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | 100 25 | UNIT PRICE | AMOUNT |
|---------------------------------------|---|----------|--------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | C) For monthly total calls/transaction at 5,000 or more, all calls from the 151st call shall be billed at \$2.75 per call/transaction, representing a 10% discount. | | | | |
| | D) Communication training: includes actual salaries/benefits, mileage and indirect costs, i.e. fully-burdened rates. The billable code is for communications division training services only at: \$61.50 per hour regular time and overtime at \$88.45 per hour. Each of these rates are fully-burdened. | ٥ | | | |
| | The other services described at "D)" under this agreement includes training of new USFS law enforcement officers and shall be provided as necessary and invoiced separately. | | | | 14 |
| 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | The total obligated amount is an estimate; only actual and customary charges will be invoiced and paid, as defined and described in the rate schedules above. The purchase order will be modified as necessary during the performance period. | | | | |
| 2 | Payment will be made monthly, following completion of the work, inspection and acceptance of the completed work by the Government's technical representative and submittal of monthly invoices via the US Treasury's IPP system. Product/Service Code: R426 Product/Service Description: SUPPORT-PROFESSIONAL: COMMUNICATIONS | | | | |
| 2 | The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm | | | | |
| | to establish your account. | | | | , |
| - | 8 | | | | * ~ |

| AMENDMENT OF SOLICITATION/MODIFICA | ATION OF CONTRACT | | CONTRACT ID CODE | | PAGE OF PAGES |
|---|--|---|---|---|--|
| | | | | | 1 4 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | | REQUISITION/PURCHASE REQ. NO. | 5. PF | ROJECT NO. (If applicable) |
| 0002 | 01/01/2017 | | e Schedule | | |
| GISSUED BY CODE OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE ATTN DAN JOHNSON 360 956 24 FAX 360 956 2277 OLYMPIA WA 98512-5623 | | 7. | ADMINISTERED BY (If other than Ilem 6) | CODI | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | | |
| WASHINGTON STATE PATROL - 806 BUDGET AND FISCAL SERVICES PO BOX 42602 1500033791 | 38838540000 | | 98. DATED (SEE ITEM 11) | NO | |
| OLYMPIA WA 98504-2602 | | × | 10A. MODIFICATION OF CONTRACT/ORDER AG-05G2-P-16-0001 | NO. | |
| | | | 10B. DATED (SEE ITEM 13) | | |
| CODE 1500033791# | FACILITY CODE | 1 | 12/01/2015 | | |
| | 11. THIS ITEM ONLY APPLIES TO | AME | DMENTS OF SOLICITATIONS | | |
| separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If registed Schedule | oles of the amendment; (b) By acknowled to the solicitation and amendment numb DFFERS PRIOR TO THE HOUR AND Distribution of already submitted, such change may be a received prior to the opening hour and lired) Net | dging bers. ATE be m date I date | g receipt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGEMENT T SPECIFIED MAY RESULT IN REJECTION OF Y ade by telegram or letter, provided each telegram specified. | offer sub O BE RI OUR OF or letter | omitted; or (c) By ECEIVED AT FER If by It makes |
| 13. This it can once Afficies to a | ODIFICATION OF CONTRACTS/ORDER | 10. 1 | THIODIFIES THE CONTRACTION DER NO. AS D | ESOME | JED IN TIEM 14. |
| A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A. | PURSUANT TO: (Specify authority) THE | СН | ANGES SET FORTH IN ITEM 14 ARE MADE IN | THE CO | DNTRACT |
| B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH | CT/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AUT | THE | ADMINISTRATIVE CHANGES (such as change ITY OF FAR 43.103(b). | s in payi | ing office, |
| C. THIS SUPPLEMENTAL AGREEMEN X FAR 52.212-4 (c) CHA D. OTHER (Specify type of modification | NGES | υτH | ORITY OF: | | |
| | | | | | |
| E. IMPORTANT: Contractor Dis not. | is required to sign this document an | | | |), |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (MODIFICATION NO. 02: ADDITION NO. 02: ADDITION NOTICE AND EXTENSION OF PER THROUGH JANUARY 31, 2017. | ON OF FUNDS FOR FINA | | ng solicitation/contract subject matter where fea: | sible.) | |
| итемару. | | | | | |
| HISTORY: MODIFICATION NO. 01: EXTENS PERFORMANCE THROUGH DECEMBER | | | | | |
| BASE AWARD: RADIO CALL COMM NOVEMBER 1,2015 - DECEMBER 3 | MATERIAL PROPERTY OF THE PROPE | т | di di | | |
| Continued | a document referenced to them 0.4 40 | 10 - | s harolofore changed samples unchanged and i | n full fore | re and effect |
| Except as provided herein, all terms and conditions of the 15A NAME AND TITLE OF SIGNER (Type or print) | e document referenced in item 9 A or 10 | 1 | S neretotore chapged, remains unchanged and in 6A. NAME AND TITLE OF CONTRACTING OF DANIEL W. JOHNSON | | |
| 15B. CONTRACTORY OF FEROR | 15C, DATE SIGNED 3/8/17 | - | GS: UNITED STATES OF AMERICA (Signature of Chatrachan Officer) | (d) | 03,/03/2017 |
| NSN 7540-01-152-8070 Previous edition unusable | | | | Prescrib | ARD FORM 30 (REV. 10-83) . ed by GSA CFR) 53.243 |

C140410GSC Amd 8

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-16-0001/0002
 PAGE Q
 OF Q

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | 0.0000000 | UNIT PRICE | AMOUNT |
|----------|--|----------|-----------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | SERVICE REGION-6 LAW ENFORCEMENT, WITHIN | | | | |
| | WASHINGTON STATE | | | | |
| | | 340 | | | |
| | Payment: | | | | |
| | INVOICE PROCESSING PLATFORM IPP | | | | |
| | ALL INVOICES MUST BE SUBMITTED | | | | |
| | ELECTRONICALLY THROUGH THE | | | | |
| | INVOICE PROCESSING PLATFORM IPP | | | | |
| | VIA WWW IPP GOV FOB: Destination | | | | |
| Q: | Period of Performance: 11/01/2015 to 01/31/2017 | | | | |
| | Terror of reffermence. Try of 2013 to 01/31/2017 | | | | |
| | Change Item 001 to read as follows (amount shown | | | | |
| | is the obligated amount): | | | | |
| | VARIATION NO. AL DIMENSO MILE DEDICE OF | | | | |
| | MODIFICATION NO. 01 EXTENDS THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2016 TO CONSUME | 20 | | | |
| | REMAINING, AVAILABLE FUNDS. | | | | |
| | | | | | |
| 01 | REQNR: Washington State Patrol Radio | | | | 0 |
| | Communications | | | | |
| | This purchase order obligates funds for radio | | | | |
| | communications services amongst USFS and other | | | | |
| | law enforcement entities per Washington State | | | | |
| | Patrol (WSP) Agreement numbered No. C140410GSC, | | | 1 | |
| | as updated and extended, for the period of | | | | |
| | November 1, 2015 through September 30, 2016. | | | | |
| | The geographic area covered by this agreement and | | | | |
| | purchase order includes all of Washington State | | | | |
| | as the entire state lies within US Forest Service | | | | |
| | Pacific Northwest Region 6. | | | | |
| | Per agreement, the rates for Agreement No. | | | | |
| | C140410GSC have been updated per the most recent | | | | |
| | vendor rate study; these rates are shown below | | | | |
| | and are accepted as presented. | | | | |
| | Doy adjusted water in offset as at Tulu 1 2015 | | | | |
| | Per adjusted rates in effect as of July 1, 2015, WSP shall provide covered services: | | | | |
| | The Bhall provide develed dervices. | | | | |
| | A) Radio Dispatching: at a flat rate (Minimum | | | | |
| | Service Charge, MSC) of \$400 per month that | | | | |
| | includes the first 150 calls/transactions; | | | | |
| | B) Additional calls (from Call #151 up to and | | | | |
| | including 4,999 calls per month) shall be billed | | | | |
| | at \$3.06 per call (the first 150 are billed at | | | 1 | |
| | Continued | | | | |
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C140410GSC Amd 8

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-16-0001/0002
 PAGE OF 3
 4

NAME OF OFFEROR OR CONTRACTOR

| EM NO. | SUPPLIES/SERVICES | QUANTITY | 1 1 | UNIT PRICE | AMOUNT |
|--------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | \$400.00, as in A) above); | | | | |
| | C) For monthly total calls/transaction at 5,000 | | | 1 | |
| | or more, all calls from the 151st call shall be | | | 3 | |
| | billed at \$2.75 per call/transaction, | | | | |
| | representing a 10% discount. | | | | |
| | D) Communication training: includes actual | | | 4 | |
| | salaries/benefits, mileage and indirect costs, | | 11 | | |
| | i.e. fully-burdened rates. The billable code is | | | Ų. | |
| | for communications division training services | | | | |
| | only at: \$61.50 per hour regular time and | 1 | | | |
| | overtime at \$88.45 per hour. Each of these rates are fully-burdened. | | 11 | | |
| | are fully buldened. | | | | |
| | The other services described at "D)" under this | ľ | | | |
| | agreement includes training of new USFS law | | | l | |
| | enforcement officers and shall be provided as | | 11 | | |
| | necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only | | | | |
| | actual and customary charges will be invoiced and | | | | |
| | paid, as defined and described in the rate | ļ | | | |
| | schedules above. The purchase order will be | 1 | | ł | |
| | modified as necessary during the performance period. | | | Į. | |
| | period. | | | | |
| | Payment will be made monthly, following | 1 | | , | |
| | completion of the work, inspection and acceptance | | | | |
| | of the completed work by the Government's | | | | |
| | technical representative and submittal of monthly invoices via the US Treasury's IPP system. | 1 | | 1 | |
| | Product/Service Code: R426 | | | | |
| | Product/Service Description: SUPPORT- | | | | |
| | PROFESSIONAL: COMMUNICATIONS | | | 1 | |
| | Requisition No: 776523 | 1 | | | |
| | Accounting Info: | 1 | | | |
| | FS00.ZZ1360NFLE0616.2540 Agency Code: | 1 | | | |
| | FS00 Budget Yr Start: ZZ SHC: 1360NFLE0616 BOC: | | | | |
| | 2540 | | | | |
| | Funded: \$0.00 | | | | |
| | | | | | |
| | Add Item 002 as follows: | | | | |
| 2 | REQNR: WASP Radio Communications remaining | | | | 351. |
| - | balance for FY16 final invoice | | | | |
| | Continued | | | | |
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C140410GSC Amd 8

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-16-0001/0002
 PAGE 4
 OF 4

NAME OF OFFEROR OR CONTRACTOR

| EM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|--------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Line Item 02 provides completing funding for | | Ħ | | |
| | processing of final invoice, JANUARY 2017. No | | | | |
| | other changes. | | Н | | |
| | | | ΙI | | |
| | Requisition No: 844528 | | ΙI | 1 | |
| | Recounting Info | | П | | |
| | Accounting Info: FS00.ZZ1360NFLE0617.2540 Agency Code: | | ΙI | | |
| | FS00 Budget Yr Start: ZZ SHC: 1360NFLE0617 BOC: | | ΙI | | |
| | 2540 | | ΙI | | |
| | Funded: \$351.00 | | | 53 | |
| | Consideration and the Consideration of the Consider | | ΙI | * | |
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Washington State Patrol
Budget and Fiscal Services Contract Notification Form

TAS 01 /15/14

| | | 1000 | llable un | GENERAL ISTANC | STATE OF THE STATE | ☐ Payable | | Other: | | | |
|--------------------------------------|--|---------------|-------------|-----------------|--|--------------|----------|-------------|---------------|-----------------|---|
| WSP Contract | a management | er | | | er Contrac | | | | A/R Num | nber | |
| C140410GS | | | | | 05G2-P- | | | | 6== : :: | | 100 |
| Contract Start | Date | | | 100 mm (100 mm) | tract End I | Date | | | CFDA N | 2007 | FSR Yes □No |
| 12/01/2013 Contract Title | | | | 9/30 | 0/2014 | | | | | | 162 1140 |
| Radio Comm | unicati | one | | | | | | | | | R |
| Contractor Na | THE RESERVE OF THE PARTY OF THE | Olla | | | | | | T | Contractor E | IN/SSN | |
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| Mr. Dan Joh | | | | | -956-247 | | | Γerri Johns | | | |
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| danjohnson0 | | | | | -956-227 | | | | Teresa Mor | M | Later, or |
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| | Contract Amount Position Signature and Date | | | | | | | | | | |
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| Regular Time | | ⊠ Yes | □No | | Special | | | | | | |
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300-365-522 (R 7/09)

| WASHINGTON STATE PATROL Communications Division Radio Communications Agreement This Agreement is between the State of Washington, Washington State Patrol and the Purchaser identified below. PURCHASER NAME U.S. Forest Service Purchaser Location Address Olympic National Forest 1835 Black Lake Boulevard SW, Suite A Olympia WA 98512-5623 Purchaser Contact Name Mr. Dan Johnson Ga60) 956-2474 Purchaser Contact Telephone (360) 956-2277 WSP Contact Information WSP Project Manager Name and Title Mr. Mark Layhew WSP Communications Division Administrator Telephone Ga60) 704-2280 WSP Administrative Contact Name and Title Ms. Terri L. Johnson Contracts Specialist Fax Ga60) 596-4063 Agreement Start Date December 1, 2013 Agreement, including the attached Terms and Conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement. FOR THE PURCHASER: | | | 71 | | | | |
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| John R. Batiste, Chief Special Agent in Charge, Region 6 | John R. Batiste, Chief | 17 | Special Agent in Charge, Region 6 | | | | |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 5/3/2007.

1. **Purpose.** WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Purchaser.

2. Statement of Work.

- a. <u>Description of Service</u>. WSP shall provide radio dispatch services on assigned radio frequencies to the Purchaser. The Purchaser shall use WSP communications procedures when accessing the WSP communications system.
 - WSP may also provide radio repair, installation and removal services as requested by the Purchaser.
- b. <u>Training</u>. WSP shall provide required initial training on radio dispatching to Purchaser system users prior to their initial use of the system, and annual sustainment training to Purchaser system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and the Purchaser.

c. Fees for Services.

Dispatch Services: The Purchaser shall reimburse WSP at a flat rate of \$400 per month that includes no additional charges for the first 150 transactions made through WSP radio dispatch. WSP shall charge \$2.78 for each additional transaction over the 150 transactions per month up to 4,999 transactions. If the Purchaser makes 5,000 or more transactions for any month through WSP radio dispatch, they will be given a 10% discount and WSP shall charge \$2.50 for each additional transaction over the first 150 transactions per month limit for that month.

- (1) Training Services: The Purchaser shall reimburse WSP for actual costs for providing training to Purchaser users under this Agreement. Actual costs are:
 - Salary and benefits for actual hours worked by WSP instructors;
 - Reimbursement for instructor vehicle mileage at current WSP rates;
 - Indirect costs calculated against direct costs charged to the Purchaser under this Agreement at WSP's current approved indirect rate.
- (2) Radio Repair/Installation/Removal: For radio installation, removal and repair services the Purchaser shall reimburse WSP for:
 - \$59.92 per hour for regular time; or \$86.76 for overtime for services provided.
 - The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Purchaser locations, plus indirect costs at WSP's current approved indirect rate.

WSP Agreement No.: C14410GSC

- d. Reports. WSP shall provide to the Purchaser a monthly report of the number of Purchaser calls made through the WSP radio dispatch system by Purchaser employees.
- 3. Payment for Services. WSP shall bill the Purchaser no more often than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.

4. Definitions.

"Agreement" means this Communication Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Call" means a Computer Aided Dispatch (CAD) log entry made by WSP.

"Purchaser" means the entity purchasing communication services from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"System" means the WSP radio communications system.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

- 5. **Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
- 6. Criminal History Record Information. The Purchaser shall safeguard Criminal History Record Information (CHRI) in accordance with Title 28, United States Code, Title 28, Code of Federal Regulations, and Chapter 10.97 Revised Code of Washington; and will only request CHRI from WSP under this Agreement for authorized purposes. Any secondary dissemination of CHRI by the Purchaser will be in accordance with Washington Administrative Code 446-20-170. Purchaser employees requesting CHRI must maintain ACCESS Level I certification and have on file with the Purchaser a signed copy of the Criminal Justice Information Services Advisory Policy Board letter dated March 8, 2001.
- 7. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 8. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
- Indemnification. The Purchaser shall be responsible for and shall indemnify and hold WSP harmless
 for all claims resulting from the acts or omissions of the Purchaser. WSP shall be responsible for and
 shall indemnify and hold the Purchaser harmless for all claims resulting from the acts or omissions of
 WSP.
- 10. Maintenance of Records. During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records that sufficiently and properly document the WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
- 11. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

WSP Agreement No.: C14410GSC

Applicable federal and state law, regulations and rules; Any other provision of this Agreement; and Any document incorporated by reference.

- 12. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 13. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 14. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the Washington State Patrol shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- 15. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

WSP Agreement No.: C14410GSC

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NAME OF OFFEROR OR CONTRACTOR

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| , , , | Patrol (WSP) Agreement numbered No. C140410GSC, for the remainder of Federal Fiscal Year 2014, which includes the period of December 1, 2013 - September 30, 2014. | | | | |
| | Originals of the current agreement will be forwarded with USFS signature for reference. | | | | |
| | The geographic area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | | |
| | RATES: Per adjusted rates in effect as of July 1, 2013, WSP shall provide covered services: | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) of \$400.00 that includes the first 150 calls; | | | | |
| | B) Additional calls (from call #151 up to and including 4,999 calls per month) shall be billed at \$2.78 per call (the first 150 are billed at \$400.00, as in A) above); | | | and the state of t | <i>u</i> |
| | C) For monthly total calls at 5,000 or more, all calls from the 151st call shall be billed at \$2.50 per call for that month (the first 150 are billed at \$400.00, as in A) above) | Agendaria de la Companya de la Compa | | | • |
| | Other services under this agreement include training of new USFS officers and shall be provided as necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only actual and customary charges will be invoiced and paid. The purchase order will be modified as necessary during the performance period. | | | | |
| | Payments will be made monthly, in arrears, following receipt of the vendor's invoice and acceptance of the included services. | | | | |
| | NOTE: UNTIL FEBRUARY 24, 2014, SUBMIT INVOICES DIRECTLY TO THE CONTACT AT THE BLOCK 18a ADDRESS IN THE MIDDLE-RIGHT OF PAGE 1. | | | | |
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| | Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | | | | |
| | The total amount of award: \$25,000.00. The obligation for this award is shown in box 26. | | | | |
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FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2014)

| (a) The Contractor shall comply with the following Federal Acquisition (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: |
|--|
| (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). |
| Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)). |
| (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). |
| (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78). |
| b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being neorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commerciatems: |
| [Contracting Officer check as appropriate.] |
| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C 253g and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009). |
| (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5). |
| (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). |
| (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). |
| (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161). |
| (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). |
| (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). |
| (11) [Reserved] |
| (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |

____ (iii) Alternate II (Nov 2011).

| (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
|---|
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)). |
| (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)). |
| (ii) Alternate I (Oct 2001) of 52.219-9. |
| (iii) Alternate II (Oct 2001) of 52.219-9. |
| (iv) Alternate III (July 2010) of 52.219-9. |
| (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). |
| (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
| (ii) Alternate I (June 2003) of 52.219-23. |
| (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f). |
| (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). |
| (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)). |
| (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)). |
| _X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| _X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). |
| _X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). |
| _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). |
| (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212). |
| _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). |

| (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212). |
|--|
| (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(e)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423). |
| (ii) Alternate I (Dec 2007) of 52.223-16. |
| _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011). |
| (39) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d). |
| (40) (i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). |
| (ii) Alternate I (Mar 2012) of 52.225-3. |
| (iii) Alternate II (Mar 2012) of 52.225-3. |
| (iv) Alternate III (Nov 2012) of 52.225-3. |
| (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note). |
| (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). |
| (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). |
| Y (48) 52 232-33 Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332). |

| (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
|--|
| _X_ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332). |
| (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| (52) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). |
| (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). |
| (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.). |
| (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009) (29 U.S.C. 206 and 4 U.S.C. 351, et seq.). |
| (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (Nov 2007) (41 U.S.C. 351, et seq.). |
| (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain ServicesRequirements (Feb 2009) (41 U.S.C. 351, et seq.). |
| (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). |
| (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). |
| (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)). |
| (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215 2, Audit and Records Negotiation. |

- - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
 - (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Washington State Patrol

☐ Billable under \$10,000

⊠ Billable over \$10,000

Budget and Fiscal Services Contract Notification For

☐ Payable

Other:

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| WSP Contract Number C140410GSC (1) | | | | | | Other Contract Number AG-05G2-P-14-0003 | | | | | A/R Number | | | |
|--|---|--------------|-------------|--------|-------------------|--|--------------------------|----------------|----------------------------|---|---------------|--------------------|--|--|
| Contract Start Date | | | | | Coi | Contract End Date | | | | | | FSR | | |
| 12/01/2013 Contract Title | | | | | 212 | 8/2015 | | | | | | Yes No | | |
| Radio Comm | unio | ation | าร | | | | | | | | | | | |
| Contractor Name | | | | | | | | | Contractor E | IN/SSN | | | | |
| U. S. Forest S | | | | | | | | | | | | | | |
| Contractor Co | | | | | | | | | | | | | | |
| 1835 Black Lake Blvd SW, Suite A, Olympia WA 98512-5623 Contractor Contact Name BFS Contracts Specialist Name | | | | | | | | | Niera | | | | | |
| Mr. Dan Joh | | | ne | | | 0-956-247 | | | | Terri Johns | .5) | Name | | |
| Contractor E-I | METAL HOLD CO. CO. | 144.000 | ess | | | ntractor Co | DHST | | | BFS Fiscal A | | 9 | | |
| danjohnson0 | | | | | | 0-956-227 | | | | Teresa Mor | | | | |
| WSP Project I | | ager/l | Position No |). | | | Division/Bur | eau | | BFS Budget | *** | ne | | |
| Mark Layhe | W | | | | CC | M | | | | Shawn Eck | hart | | | |
| AMEND 1 JU | STE | EXTE | NDS THE B | END [| DATE T | HROUGH | 2/28/2015. | | | | | | | |
| Cor | itrac | t Amo | ount | | | Position | 11111 | | | Signature a | nd Date | | | |
| Previous Contract Amou | nt | \$25,0 | 00.00 | | Grants a | and Contract | s Manager | | | 37, 10 | 11914 | | | |
| Amendment Amount | | \$0 | | | Budget | udget Manager MT | | | | /b//3/14 Allot: Yes ZNo Unanticipated Receipt: Yes No | | | | |
| Revised Total Amount \$25,000.00 | | | | | BFS Administrator | | | | | 1/10/13/14 | | | | |
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| Voluntary Ove | ertim | ne | Yes | ⊠ N | lo | | | | | | | | | |
| Mileage | | | ⊠ Yes | | lo | | | | | | | - | | |
| Allow Leave | | | ☐ Yes | ⊠ N | lo | | | | | | | | | |
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| Limit By Org (| Code | е | ⊠ Yes | | lo | Primary | Org Code: | DD | 0000 | 00 | | | | |
| External Cont | ract | | ⊠ Yes | | lo | | rg Codes: | | | | | | | |
| Type of Rece | ipt: | ⊠F | Revenue | | ☐ Inte | eragency Re | eimburseme | nt | Red | covery of Expe | nditure | TOTAL TOTAL | | |
| | Distribution: ⊠ Project Manager ⊠ Fiscal Analyst ⊠Budget Analyst □ Other: | | | | | | | | | | | | | |

| AMENDMENT OF SOLICITATION/MODIFI | CATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF F | PAGES | |
|--|--|---|---|--|---|---------------------------------------|---|
| 2. AMENDMENT/MODIFICATION NO. | | Lane | ALIIOTTONIDUIDONAGE DEG. NO. | le no | 1 | 3 | - |
| AND AND AND AND AND AND AND AND AND AND | 3. EFFECTIVE DATE | 6750 | QUISITION/PURCHASE REQ. NO. | 5. PR | OJECT NO. (I | т аррисавів) | |
| 0001 6. ISSUED BY COD | 10/01/2014 E 05G2 | Section 2 | MINISTERED BY (If other than Item 6) | CODE | = 1 | | _ |
| OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW STE ATTN DAN JOHNSON 360 956 2 FAX 360 956 2277 OLYMPIA WA 98512-5623 | E A | | , | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., str. | eet, county, State and ZIP Code) | (1) 9/ | A. AMENDMENT OF SOLICITATION NO. | | | | |
| WASHINGTON STATE PATROL - 8 ATTN TERRI JOHNSON BUDGET AND FISCAL SERVICES PO BOX 42602 1500033791 | 088838540000 | | B. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORDER IG-05G2-P-14-0003 | R NO. | | · · · · · · · · · · · · · · · · · · · | |
| OLYMPIA WA 98504-2602 | | | AD DATED (OFF ITEM 40) | | | | |
| CODE 1500033791# | FACILITY CODE | | 0B. DATED <i>(SEE ITEM 13)</i> 12/19/2013 | | 7 | | |
| 2000003.71# | 11. THIS ITEM ONLY APPLIES | | CATALOG PARAMETERS AND AND AND AND AND AND AND AND AND AND | | | | |
| separate letter or telegram which includes a reference the PLACE DESIGNATED FOR THE RECEIPT Counties of this amendment you desire to change an reference to the solicitation and this amendment, at 12. ACCOUNTING AND APPROPRIATION DATA (IF FS00.1360NFLE0614.2540.ZZ. | copies of the amendment; (b) By acknown to the solicitation and amendment rope of the solicitation and amendment rope of the solicitation and amendment rope of the solicitation of the so | owledging r numbers. I ID DATE SF nay be mad r and date s | eceipt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGEMENT' PECIFIED MAY RESULT IN REJECTION OF to by telegram or letter, provided each telegral specified. | offer suit TO BE R YOUR Of m or lette | omitted; or (c) ECEIVED AT FFER If by or makes | Ву | |
| CHECK ONE A THIS CHANGE OPDER IS ISSUE | ED BUDGUARIT TO: (Papair) authority | TUE CUM | NOSC CET SORTH IN ITEM 14 ARE MADE II | N THE C | ONTRACT | | - |
| ORDER NO. IN ITEM 10A. | ED PORSOANT TO: (Specify authority) | THE CHAI | NGES SET FORTH IN ITEM 14 ARE MADE II | N THE C | UNIRACI | | |
| X | RACT/ORDER IS MODIFIED TO REFL RTH IN ITEM 14, PURSUANT TO THE IENT IS ENTERED INTO PURSUANT | | DMINISTRATIVE CHANGES (such as chang TY OF FAR 43.103(b). RITY OF: | ges in pay | ring office, | 1 | |
| | | , , , , , , , , , | | | | | |
| D. OTHER (Specify type of modifical | tion and authority) | | | | | | |
| X EXTENSION OF PERFO | RMANCE PERIOD THROU | GH FEE | BRUARY 28, 2015. | | | | |
| E. IMPORTANT: Contractor is no | t. x is required to sign this docume | nt and retu | rn 1 copies to the iss | suing offic | ce. | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION RADIO COMM SERVICES, WASHI US FOREST SERVICE, REGION- | NGTON STATE PATROL, | K/2 5 | | | 730/201 | 14 FOR | |
| NOTE: AS OF FEBRUARY 24, the Department of Treasury the instructions on how to forthcoming communications documenting the change wil all invoices are to be sub mandatory requirement init information at this websit Continued | 's Invoice Processing register and submit from USDA and Treast be presented at the mitted via the electricated by the U.S. Does https://www.ipp.go. | ng Pla t invo sury. he app tronic epartm ov/inc | atform (IPP). The Controller vices via IPP as prescr. A modification to this propriate time. After Invoice Processing Planent of Treasury and your dex.htm. Please make su | actoribed s pur Febru atforu car re th | must in in chase pary 24, cm. This in find in that your | follow , 2014, s is a more | |
| Except as provided herein, all terms and conditions | | | heretofore changed, remains unchanged and A. NAME AND TITLE OF CONTRACTING O | THE OWNER WHEN | | | |
| 15A, NAME AND THE OF SIGNER (Type or print) | | | | THER | (rype or print) | | |
| 15B. CONTRACTORIOFEEROR Grant [Signature of person authorized to sign] | auger Cyl | | AN W. JOHNSON B. UNITED STATES OF AMERICA (Signature of Confricting Officer) | M | | 0/09/2014 | V |
| NSN 7540-01-152-8070 Previous edition unusable | l | | | Prescr | OARD FORM 3 ibed by GSA 18 CFR) 53.24 | 30 (REV. 10-83) | |

| CONTINUATION | SHEET |
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REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-14-0003/0001

PAGE 2

3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. (A) | SUPPLIES/SERVICES | QUANTITY | 1 | UNIT PRICE | AMOUNT |
|--------------|---|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm to establish your account. | | | | |
| | MODIFICATION #01 EXTENDS THE ALLOWABLE PERFORMANCE PERIOD TO FEBRUARY 28, 2015, TO ALLOW FOR CONSUMPTION OF REMAINING FUNDS. | | | | , |
| | Payment: INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV | | | | |
| | Agency Code (4): FS00 Program Code (25): 1360NFLE0614 BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZ Job Code (8): ZZZZZZZZ Sub Cost Org | | | : | · |
| • | (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZZ Budget Org (7): ZZZZZZZ Sub Budget Org (2): ZZ Report Category (4): ZZZZ FOB: Destination | | | | |
| | Period of Performance: 12/01/2013 to 02/28/2015 Change Item 001 to read as follows(amount shown | | | | Ì. |
| | is the obligated amount): | l l | | | `. |
| 001 | MODIFICATION #01 EXTENDS ALLOWABLE PERFORMANCE PERIOD TO 2/28/2015 TO CONSUME REMAINING FUNDS. Original text below: | 25000 | DO | 1.00 | 0.0 |
| | REQNR: WA State Patrol Radio Communications | | | | |
| | This purchase order obligates funds for radio communications services amongst USFS and other law enforcement entities per Washington State Patrol (WSP) Agreement numbered No. C140410GSC, for the remainder of Federal Fiscal Year 2014, which includes the period of December 1, 2013 - September 30, 2014. | | | | |
| | Originals of the current agreement will be forwarded with USFS signature for reference. | | | | |
| | The geographic area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | | |
| | Continued | | | | |
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| | • | F | 1 | B. | i |

| CONTINUATION | SHEET |
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REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-14-0003/0001

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| TEM NO. (A) | SUPPLIES/SERVICES | QUANTITY | 1 | UNIT PRICE | AMOUNT |
|----------------|--|----------|-----|------------|--------|
| (A) | RATES: | (C) | (D) | (E) | (F) |
| | Per adjusted rates in effect as of July 1, 2013, | | | | |
| | WSP shall provide covered services: | 1 | | | |
| | | | | | |
| | A) At a flat rate (Minimum Service Charge, MSC) | | | | • |
| | of \$400.00 that includes the first 150 calls; | | | | · |
| | B) Additional calls (from call #151 up to and | | | | · |
| | including 4,999 calls per month) shall be billed | | 1 | | |
| | at \$2.78 per call (the first 150 are billed at | | | | |
| | \$400.00, as in A) above); | - | | | |
| | C) For monthly total calls at 5,000 or more, all | | | | |
| | calls from the 151st call shall be billed at | | | | |
| | \$2.50 per call for that month (the first 150 are | | | | |
| | billed at \$400.00, as in A) above) | | | | |
| | Other services under this agreement include | | | | |
| | training of new USFS officers and shall be | | | | |
| | provided as necessary and invoiced separately. | 1, | | | |
| | | 1 | ١. | | |
| | The total obligated amount is an estimate; only | | | | i : |
| | actual and customary charges will be invoiced and paid. The purchase order will be modified as | | | | |
| | necessary during the performance period. | | | | |
| | political politi | | | | |
| | Payments will be made monthly, in arrears, | | | | |
| | following receipt of the vendor's invoice and | | | | |
| | acceptance of the included services. | | | | |
| | NOTE: UNTIL FEBRUARY 24, 2014, SUBMIT INVOICES | | | | |
| | DIRECTLY TO THE CONTACT AT THE BLOCK 18a ADDRESS | | | | |
| | IN THE MIDDLE-RIGHT OF PAGE 1. | | ł | | |
| | Product/Service Code: R426 | | | | |
| | Product/Service Description: SUPPORT- | | | | |
| | PROFESSIONAL: COMMUNICATIONS | | | | |
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| S | SOLICITATION/C | | | | L ITEMS | 1, 233 | REQUISITION N | UMBER | | PAGE OF | La | |
|--|--|---|---|--------------------------|-------------------|--|-----------------------|------------------------|--|----------------------------------|---------|-------------------------------|
| 2. CONTRACT NO | | R TO COMPLETE BI | 3. AWARD/ | | RDER NUMBER | | 10323 | | c collourization by the | 1 1 | 4 | la antinizazioni |
| NO ONE OCCUPANTA OCCUPANTA NO | | | SECECTIVE DA | TC | -05G2-P- | 16-000 | 1 | 8 | 5. SOLICITATION NUMBER | S E | | 6. SOLICITATION ISSUE DATE |
| | R SOLICITATION RMATION CALL: | DANIEL | JOHNSON | | | | 5. TELEPHON 360-95 | | 0.0000000000000000000000000000000000000 | 8. OFFER D | UE DATE | EALOCAL TIME |
| 9. ISSUED BY | | | CODE | 05G2 | | 10. THIS A | CQUISITION IS | (X) UN | RESTRICTED OR | SET ASIDE: | | % FOR: |
| 1835 BLA ATTN DA FAX 360 | NATIONAL F ACK LAKE BL AN JOHNSON 956 2277 WA 98512-5 | VD SW STE 2 360 956 24 | | | | SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS ☐ \$(A) SIZE STANDARD: \$1 | | | | | | |
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NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| NO. L) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE | AMOUNT (F) |
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| | \$400.00, as in A) above); | | | | |
| | C) For monthly total calls/transaction at 5,000 or more, all calls from the 151st call shall be billed at \$2.75 per call/transaction, representing a 10% discount. | | | | |
| | D) Communication training: includes actual salaries/benefits, mileage and indirect costs, i.e. fully-burdened rates. The billable code is for communications division training services only at: \$61.50 per hour regular time and overtime at \$88.45 per hour. Each of these rates are fully-burdened. | | | | |
| | The other services described at "D)" under this agreement includes training of new USFS law enforcement officers and shall be provided as necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only actual and customary charges will be invoiced and paid, as defined and described in the rate schedules above. The purchase order will be modified as necessary during the performance period. | | | | |
| | Payment will be made monthly, following completion of the work, inspection and acceptance of the completed work by the Government's technical representative and submittal of monthly invoices via the US Treasury's IPP system. Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | | | | |
| | The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more Continued | - | | | |
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NAME OF OFFEROR OR CONTRACTOR

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| | information at this website https://www.ipp.gov/index.htm. Please make surthat your company has registered at https://www.ipp.gov/vendors/enrollment-vendors to establish your account. | | | | |
| | The total amount of award: \$21,000.00. The obligation for this award is shown in box 26. | | | | |
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THE UNITED STATES
DEPARTMENT OF AGRICULTURE
FOREST SERVICE

OCT 2 4 1996 PROP. MGMT.

COMMUNICATIONS USE LEASE

Budget & Fiscal - WSF

Washington State Patrol, Electronic Services Section of 2803 156th Ave. S.E., Bellevue, WA 98007-6599

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of Kittitas, State of Washington: .33 acres within the Code 30(d) (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.

The location of the property is shown generally on the site plan dated $\frac{\text{December 12, 1972}}{\text{December 18, 1972}}$ for the $\frac{\text{Code 30(d)}}{\text{Communications Site which is attached}}$ and made part hereof as Exhibit A.

The dated and initialled exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

Budget & Fiscal - WSP

9661 78 100
Washington State Patrol, #1107-03 - Page 1

I. TENURE, RENEWAL AND TRANSFERABILITY

- A. This lease shall terminate at one minute after midnight on December 31, 2016. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

 - C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.
 - D. This lease is assignable with prior written approval of the Authorized Officer, except when the rental has been waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

- A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.
- B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments due the United States for this use shall be deposited at <u>Unit Collection Officer</u>, <u>USDA Forest Service</u>, <u>Pacific Northwest Region</u>, <u>File No. 71652</u>, <u>P.O. Box 60000</u>, <u>San Francisco</u>, <u>CA 94160</u> in the form of a check, draft, or money order payable to Forest Service, USDA. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.
- C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge shall be assessed on any amount due but not received by the due date. Interest shall accrue from the date the payment or financial statement was due. Administrative costs will also be assessed in the event that two or more billings are required for delinquent accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more that 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

- A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.
- B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.
- C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
- D. Use of communications equipment is contingent upon the possession of a Commission (FCC) or Director Communications valid Federal Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the The Lessee shall provide the Lessee for each transmitter being operated. Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.
- E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the

Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

- A. The Lessee assumes all risk of loss to the authorized improvements.
- B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.
- C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

- A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.
- B. Revocation, Termination, and Suspension.
 - 1. <u>General</u>. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

- 2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 2 (two) year.
- 3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

- 5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.
- 6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 180 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

- C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.
- D. Reservations. This lease is granted subject to the following reservations by the United States:
 - 1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
 - 2. The right to modify the communications site plan as deemed necessary.
 - 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
 - 4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

SONNY J. O'NEAK, Forest Supervisor

Forest Service

Department of Agriculture

Public reporting burden for this collection information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comment regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404 W, Washington D.C. 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0113), Washington, D.C. 20503.

Budget and Fiscal Services

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Novar 1996 OECEIVED

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Code 30(d)

ELECTRONIC SITE PLAN

Wenatchee National Forest

Cle Elum Ranger District

Code 30(d) ELECTRONIC SITE PLAN

| Carl Matem | |
|---|-------------------------|
| Prepared by: Sack C. Watson | Date:May, 1970 |
| | Date: Juno 2. 1970 |
| Approved by: Allhaciful Forest Supervisor | Date: 6/5/70 |
| Approved by: Regional Communications | Date: _/2/11/72 Officer |
| Approved by: Jone Agrical Forester | DEC 12 1972 |

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| Managame | ent Direction | | |
| Existing Po | ermits and Agreements | | |

Appendix

Vicinity Map Photographic Record Map and Overlay Introduction: This site has been in use as an electronic site since the construction in 1962 of the Federal Aviation Agency microwave repeater station. Since that time additional installations have been made by the Washington State Patrol in 1963 and by Burlington Northern, Inc. (Northern Pacific Railway Co.) in 1969. By virtue of its location, and existing installations, this site has gained principal importance as an electronic site. Existing facilities and potential expansion will impose no conflicts with other resource uses other than the maintenance of low vegetation in the beam path corridor to the West.

Objective: FSM 2728.22b. "The objective of electronic site management is to maximize the number of compatible electronic uses possible on a given site, in such a way as to harmonize them with other National Forest uses."

Description: The Code 30(d) Electronic Site is located near the crest of the Cascade Mountains approximately Code 30(d)

Code 30(d) The site is on a ridgetop that has a heavy stand of trees, primarily Pacific silver fir and Western hemlock. At the time of the first installation, a beam path corridor was cleared through the heavy timber to the West and in 1968 and 1969, the heavy stand in Section 3 was cut by Northern Pacific. Even with the good growing site and favorable climatic conditions, the existing clearing should suffice for a period of 30 to 40 more years.

Legal:

Code 30(d)
Latitude: Code 30(d)

Elevation:

FAA installation - 4550' WSP installation - 4545' EN installation - 4543' Weather: Summers are typical for the Cascade Crest in Central Washington, morning fog is common in spring and fall with mid-summer temperatures usually mild. Precipitation average 80-85 inches per year and snow depths of 10-12 feat common during mid-winter. Severe winds are commonly recorded at the Stampeds Weather Station a mile and a half to the Northwest.

Access: Access to the site during the summer season (July-November) is via approximately 10 miles of partially gravel surfaced roads, both single and double-lane. Roads used are Stampede Pass #212 for approximately four miles, Cabin Creek Road #204 for approximately four miles and FAA Road #204F for approximately two miles.

Maintenance is performed on these roads by the Forest Service and by logging operators.

Winter access is limited to over-the-snow travel from December-June. This access will require snowmobile or helicopter use due to the heavy snowpack common in this area.

Priority for Space:

- 1. Department of Defense
- 2. Forest Service
- 3. Public Broadcast Stations (T.V. and Radio)
- 4. Other Public Agencies (Federal given preference)
- 5. Microwave and Other Public Service Uses
- 6. Individuals and Organizations

Management Direction:

- 1. To the extent possible, future installations will be consolidated by placement in or expansion of existing buildings.
- 2. Optimum locations for line-of-sight installation of buildings and antenna masts shall be reserved for this use. Parking access, storage buildings (if permitted), septic tanks, drainfields and other non-critical facilities shall be located on less favorable postions of the site.
- 3. Applications and permits for installation of facilities at this site shall be in accordance with FSM 2712 and FSM 2713.
- 4. Permittees shall provide their fair share of road maintenance costs when the road is heavily used by their equipment.
- 5. Power is provided the existing installations by Puget Power and Light Company by underground cable.
- 6. This site is on the edge of the LMZ along U. S. 10. Existing antenna structures can be seen from the highway in one or two spots but are not obvious. Selective clearing for future installations shall be done to prevent obvious visual intrusion into the LMZ. (See photo #1).
- 7. Due to the location on the edge of the LNZ as noted in 6 above, permits shall contain clauses requiring the use of subdued or neutral colors on all structures installed at the site unless tall antennas endangering aircraft are installed. In this event, the use of International Orange and White may be authorized for such items as antenna masts.

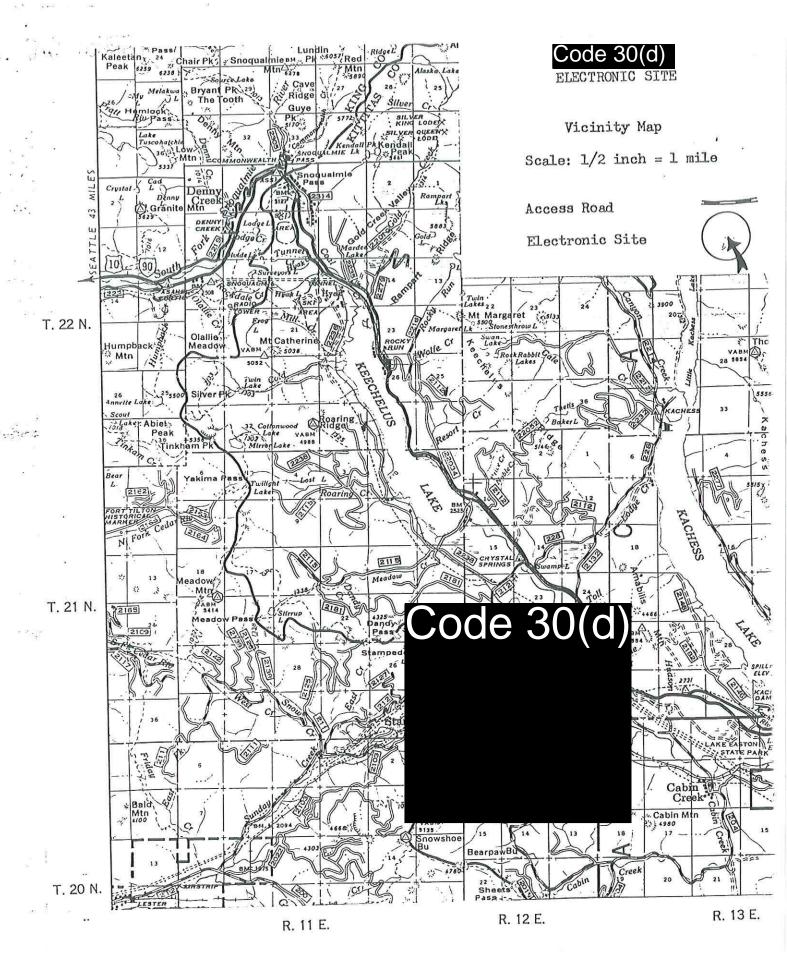
8. The six potential installation sites depicted on the map overlay in the appendix are schematic only. They will be assigned by the following priorities:

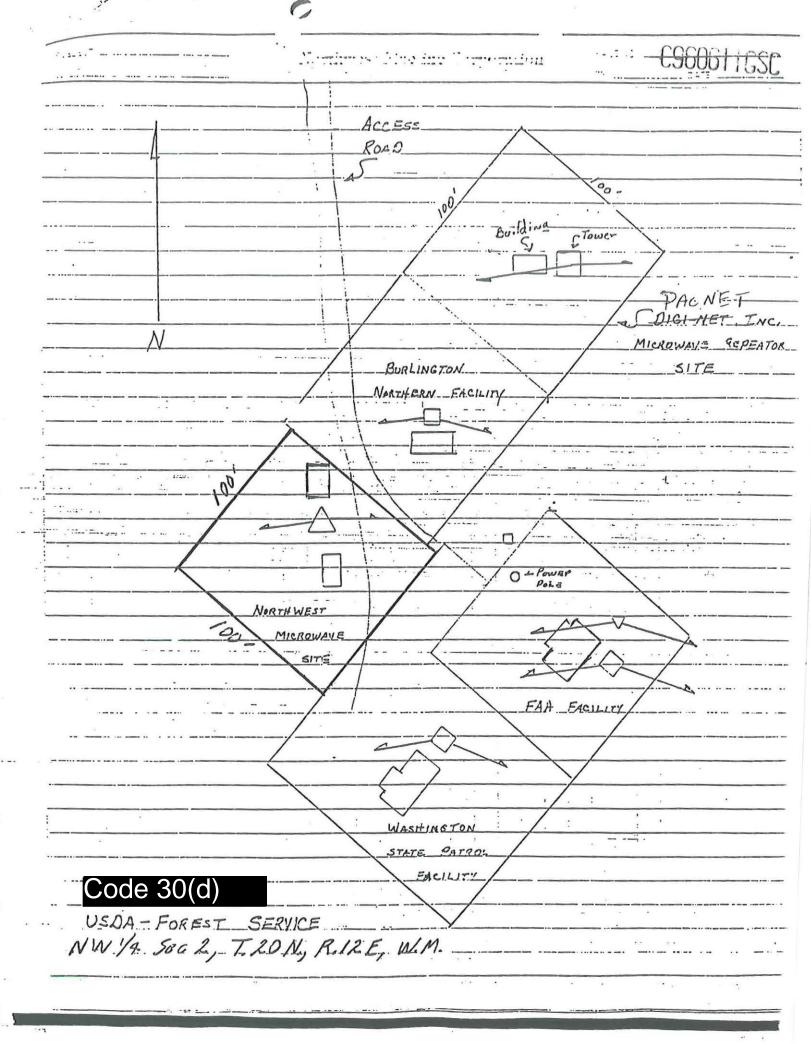
| Site | High Power (FM broadcast, TV, Radar) | Low Power (Communications Services) |
|------|---|--|
| | | Company of the state of the Company of the state of the s |
| A | X | |
| В | X | |
| C | x | 4 |
| D | x | |
| E | | x |
| P | 9 | x |

Existing Permits and Agreements

| Permittee | Map Desig- nation | Date of Permit or Agreement | Type of Installation | Area Occupied | Amount of Annual Fee | Single or Joint Occupancy | Transmit (MHz) | Receive | Comments |
|-------------------------------|-------------------------|-----------------------------------|--------------------------------------|------------------|-------------------------|---------------------------------|--|--|--|
| Federal Aviation Agency | FAA | 7/20/62 | Microwave Repeater | 0.23 acres | Free | Single | 7725 7845 7965 8085 8170 8290 | 7685 7805 7925 8045 8210 8330 | Antenna heights are 47' and 32'. Total antenna mast height 50' above ground level. |
| Washington State Patrol | WSP | 9/16/63 | Microwave Repeater Radio Relay | 1.16 acres | Free | Single | 6745 6805 155,475 | 6585 6645 154.770 | All construction over 12' above grade will be located a minimum of 15' from center line of FAA beam path. |
| Burlington Northern Inc. | BN | 1/2/69 | Microwave Repeater | 0.23 acres | \$157.00 | Single | 6605 6625 | 6725 6765 | Antenna heights are 75' and 45' above ground elevation. Total antenna mast height 80' above ground level. |

APPENDIX







STATE OF WASHINGTON

WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, Washington 98504-2600 • (360) 753-6540

November 13, 1996

Ms. Pam Smith USDA Forest Service Wenatchee National Forest 215 Melody Lane Wenatchee WA 98801-5933

Dear Ms. Smith:

Enclosed are three signed originals of the contract between the Washington State Patrol and United States Department of Agriculture Forest Service (USDAFS). Once the documents have been signed by an approved representative of USDAFS, retain two originals for your files and return the third to the following:

Lieutenant Jim Stuart Budget and Fiscal Services Washington State Patrol PO Box 42602 Olympia WA 98504-2602

The Washington State Patrol contract tracking number is C960611GSC. This number should be used on all correspondence regarding the contract.

If you need further assistance, please contact Lieutenant Stuart at (360) 753-6550. Thank you.

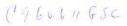
Sincerely,

CHIEF ANNETTE M. SANDBERG

Mr. Ken Mitchell

Budget and Fiscal Services

KM:hf Enclosures





United States Department of Agriculture Forest Service Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801-5933 TTY (509) 662-4396 VOICE (509) 662-4335

File Code: 2720

Date: November 19, 1996

Lieutenant Jim Stuart Budget and Fiscal Services Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602

Re: Stampede Pass Communication Site

Dear Lieutenant Jim Stuart:

Enclosed is your fully executed copy of the Communication Use Lease authorizing your use on the $Code\ 30(d)$ Communication Site.

Sincerely,

SONNY J. O'MEAL Forest Supervisor

Enclosure

cc: Cle Elum RD

OFCEIVED Nov 2 × 1996

3udget & Fiscal - WSF



pre existin agreement at Stamped Pass allowing WSDOT to be on site.

> FS-2700-4a (3/91) OMB No. 0596-0113 (Expires 12/31/93)

| | | . (EXPL | res 12/31/93) |
|--|-----------------------------|-----------------|----------------------------|
| U. S. DEPARTMENT OF AGRICULTURE Forest Service | Holder No. 1 1 0 7-0 3 | | Expir. Date 1/2/031/1/4 |
| SPECIAL-USE PERMIT FOR COMMUNICATIONS USES | Type Site 8 1 2d | Authority 6 7 6 | Auth. Type 0 0 2 0 |
| Act of October 21, 1976 (PL 94-579); 36 GFR 251.50, et seq | Region/Fores 0 6/1_7_/ 0 | <u>*</u> | State/County 5 3/ 0 3 7 |
| | Cong. Dist. 0 4 | Code 30(c | Longi tude |

| Washington State Patrol | of Electronic S | ervices Sectio | n |
|-------------------------|-----------------|----------------|------------|
| (Holder Name) | (Billi | ng Address - 1 |) |
| 2803 156th Ave. S.E. | Bellevue | Wa. | 98007-6599 |
| (Billing Address - 2) | (City) | (State) | (Zip Code) |

(hereafter called the holder) is hereby granted permission to use, subject to the terms, provisions, and conditions herein, the following described lands or improvements:

National Forest System land identified as a portion of the $Code\ 30(d)$ Communications Site, within the $Code\ 30(d)$, as shown on the site location map (A) attached to and made part of this authorization.

This permit covers 1.16 acre and is issued for the purpose of managing and operating communications uses on the site in accordance with the conditions of this authorization and communications site plan which is attached to and made part of this authorization.

- a. Construction, operation, and maintenance of the following facilities and improvements (if an access road is involved, include its description):

 A tract of land of irregular shape containing an existing Microwave radio relay station and appurtenant facilities, and authorization for the following tennants: Washington State Dept. of Transportation and King County Communications, with associated equipment as described in the attached Technical Data forms FS-2700-10
- b. Operating the following categories of communications uses:
 A Washington State Patrol Industrial Microwave receiving and transmitting site,
 a Washington State Department of Transportation microwave radio and tower, a
 King County Communications microwave radio and tower and equipment as shown as
 shown on attached FS-2700-10's

^{*}Appropriate licenses, approvals, and technical data sheets must be on file.

c. Leasing space to tenants for installation and operation of communications equipment under this authorization.

TERMS AND CONDITIONS

I. TENURE, RENEWAL, TERMINATION, AND TRANSFERABILITY

- A. Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 2014.
- B. This authorization may be renewed subject to the following conditions: (1) the land use allocation is compatible with the Forest Land and Resource Management Plan; (2) the site is being used for the purposes previously authorized; and (3) the enterprise is being continually operated and maintained in accordance with the provisions of the authorization. The holder shall notify the authorized officer in writing not less than six (6) months prior to said date that such new authorization is desired.
- C. The authorized officer may suspend, revoke, or terminate this authorization for (1) noncompliance with applicable statutes, regulations, or terms and conditions of the authorization; (2) for failure of the holder to exercise the rights and privileges granted; (3) with the consent of the holder; and (4) when, by its terms, a fixed agreed upon condition, event, or time occurs. Prior to suspension, revocation, or termination, the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time to correct curable noncompliance.
- D. This authorization is not transferable. If the holder through voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the physical improvements, this authorization shall be terminated. If the person to whom title to said improvements shall have been transferred is deemed by the authorizing officer to be qualified as a holder, then such person to whom title has been transferred may be granted a new permit. Such new permit may contain new terms and conditions as existing or prospective conditions may warrant.
- E. Upon abandonment, termination, revocation, or cancellation of this authorization, the holder shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this authorization. If the holder fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

F. Periodic Revision

1. The terms and conditions of this authorization shall be subject to revision to reflect changing times and conditions so that land use allocation decisions made as a result of revision to the Forest Land and Resource Management Plan may be incorporated.

- 2. At the sole discretion of the authorized officer, this authorization may be amended to remove authorization to use any National Forest System lands not specifically covered in the Communications Site Plan and/or needed for occupancy under this authorization.
- G. The holder shall immediately notify the authorized officer when a change of address or when a sale and transfer in ownership of the authorized improvements is planned.

II. FEES

- A. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized. The Forest Service may adjust the amount of payment annually by the Consumer Price Index or a similar index or method to reflect more nearly the fair market value of the use. Periodically, the Forest Service shall review the fee and adjust the fee as necessary to assure that the fee is commensurate with contemporary values as determined by appraisal or other sound business management principles.
 - 1.) The initial payment is \$\frac{\text{Full Waiver (CFR 251.57 (b) (1)}}{\text{calendar year.}}\$ for the remainder of this calendar year. Subsequent payments shall be in the amount of \$\frac{\text{Full Waiver}}{\text{adjusted annually.}}\$

III. OCCUPANCY

- A. The holder shall allow tenants to install equipment in or on the facilities authorized, unless the holder demonstrates to the authorized officer that space is not available, the use is incompatible with the existing facilities, additional space is needed by the holder, or additional users would violate system security needs. All tenants must comply with the terms and conditions of this authorization. The holder may charge a reasonable fee commensurate with the use and occupancy of the facilities and services provided to the tenant.
- B. The holder shall place no restrictions on tenants or potential tenants which are deemed unreasonable by the authorized officer. Examples of unreasonable restrictions include requiring a particular brand of equipment or service company; or charging fees which are not consistent with, or in excess of other fees for the same facility.
- C. The rights of the holder under this instrument are assignable by lease to a tenant. In the event any or all of the holder's rights under this instrument are assigned to a tenant, the holder shall remain liable for full compliance with the terms and conditions of this instrument. The holder and tenant shall be jointly and severally liable for compliance with the terms of this instrument.
- If the holder authorizes tenant use under this permit, the holder shall:
- 1. Notify the authorized officer and other users on the site of proposed new uses. Notification, on Form FS-2700-10, Technical Data Communication Type Land Use, must occur thirty (30) days prior to operation. All communications uses must comply with the communications site plan.

2. Provide the authorized officer, by October 15 of each year, with a statement listing all tenants occupying the facility from October 1 of the previous year through September 30 of the current year. Statements shall contain the name and address of each tenant; the category of use described sufficiently for the Forest Service to determine the annual fee due to the government; operating frequencies; the dates each use was allowed; and any additional information the authorized officer requests.

IV. DEVELOPMENT, OPERATION, AND MAINTENANCE

- A. All development, operation, and maintenance of the authorized facility, improvements, and equipment shall be in accordance with the communications site plan specifications and stipulations approved by the authorized officer prior to beginning such activity.
- B. The holder shall operate all authorized communications equipment in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If interference results from equipment operated under this authorization, the holder will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer.
- G. All plans for development, layout, construction, reconstruction, or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required), or other qualified individual acceptable to the authorized officer. Such plans must be accepted by the authorized officer before commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys upon the completion of construction.
- D. All electrical wiring shall be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communications lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this authorization, the holder shall deliver a written certification to the authorized officer that all safety requirements for wiring have been met.
- E. The holder, in the exercise of the privileges granted by this authorization, shall require that employees, sublessees, tenants, contractors, subcontractors, or renters and their employees comply with all applicable conditions of this authorization and that the conditions of this authorization be made a part of all subleases, contracts, subcontracts, or rental agreements. This clause shall not be construed as authorizing such subleases, contracts, subcontracts, or rental agreements unless authorized by the authorized officer.
- F. This authorization is contingent upon the (1) possession of a valid Federal Communications Commission (FCC) or National Telecommunication and Information Administration and Interagency Radio Advisory Committee (NTIA/IRAC) authorizations and (2) operation of the equipment covered in strict compliance with applicable requirements of FCC or IRAC and the technical data set forth on Form FS-2700-10, Technical Data Communication Type Land Use. A legible copy of

each applicable license or authorization shall, at all times, be maintained by the holder for each transmitter being operated. The holder shall provide the authorized officer with current copies of all FCC and NTIA licenses or approvals for all installations covered by this authorization.

The holder will supply the Forest Service with current copies of Form FS-2700-10, Technical Data Communication Type Land Use, for all communications equipment authorized by this permit.

- G. All transmitting and receiving equipment, including power supplies, shall be mounted in enclosed metal cabinets or standard racks with effective radio-frequency protective metal shielding covers. All equipment, including associated cables, wiring, auxiliary equipment, and antenna systems, shall be installed and maintained in a clean, neat, and orderly manner, and shall be electrically and mechanically sound.
- H. The holder shall provide the authorized officer, at the holder's expense, an annual technical inspection of the authorized facilities and equipment. Inspections will verify that the authorized facility/equipment is operating within the specifications of the site plan and the FCC/NTIA authorization and complies with the equipment manufacturer's specifications, and that equipment is secure, rust free, properly grounded, properly operated, and properly maintained. A copy of the inspection report and recommendations shall be submitted to the authorized officer.

V. RESPONSIBILITIES OF THE HOLDER

- A. The holder, in exercising the privileges granted by this authorization, shall comply with all present and future regulations of the Secretary of Agriculture and Federal laws; and all present and future, State, county, and municipal laws, ordinances, or regulations which are applicable to the area of operations covered by this authorization, to the extent they are not in conflict with Federal law, policy, or regulation. The holder is responsible for enforcing laws, regulations, ordinances, and the like which are under the jurisdiction of other government bodies.
- B. The holder shall not remove, damage, or destroy any vegetation on the authorized area except as provided by approved plans, specifications, or stipulations.
- C. The holder shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires without a written permit from the forest officer in charge or the authorized agent.

VI. LIABILITIES

- A. This authorization is subject to all valid existing rights and claims outstanding in third parties. The United States is not liable to the holder for the exercise of any such right or claim.
- B. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's or tenant's occupancy or use of National Forest lands under this authorization.

- C. The holder shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this authorization. The holder shall pay the United States the full cost of any damage resulting from negligence or activities occurring under the terms of this permit or under any law or regulation applicable to the National Forests, whether caused by the holder, tenant, or by any agents or employees of the holder.
- D. The holder shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the holder or tenant in the exercise of the privilege granted by this authorization.
- E. The holder assumes all risk of loss to the improvements.
- F. The holder has the responsibility of inspecting the area authorized for evidence of hazardous conditions which could affect the improvements or pose a risk or injury to individuals.

VII. NONDISCRIMINATION AND TENANT AGREEMENTS

- A. During the performance of this authorization, the holder agrees:
- 1. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap (Ref. Title VII of the Civil Rights Act of 1964, as amended).
- 2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age, or handicap by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally (Ref. Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments, Sections 501, 503, and 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975).
- 3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
- 4. When furnished by the Forest Service, signs setting forth this policy of nondiscrimination shall be conspicuously displayed at the public entrance to the premises, and other exterior and interior locations, as directed by the Forest Service.
- 5. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.
- B. The holder shall reduce to writing all of its agreements with authorized users of the facilities covered by this authorization, specifying therein, as a separate item, the rental and service charge for the use of said facilities.

Upon request, the holder shall furnish a true copy of each such agreement and any changes therein to the authorized officer.

VIII. MISCELLANEOUS PROVISIONS

- A. This authorization is non-exclusive; the Forest Service reserves the right to use or authorize others to use any part of the authorized area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.
- B. The Forest Service reserves the right to enlarge or reduce the area of the site described herein, provided that the area actually occupied by the buildings and towers shall not be excluded therefrom and such modification does not interfere with the rights and privileges granted. Further, the Forest Service reserves the right, in conformity with sound engineering practices, to require the holder to discontinue the use of and/or to relocate appurtenant facilities such as parking lots, service roads, utility lines, propane tanks, and so forth, and any other improvements constructed on the site except the buildings and towers, to any other locations within or outside the boundaries of the site described herein. Relocation shall be documented in the communications site plan and amended to this authorization.
- C. When directed by the Forest Service, the holder shall cease operations under this authorization temporarily if they interfere with United States Government radio or electronic operations in an emergency situation.
- D. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.
- E. Nothing in this authorization shall be construed to imply permission to build or maintain any structure not specifically named on the face of this authorization, or approved by the authorized officer in the form of an amendment or new authorization.
- F. Except for any restrictions as the holder and the authorized officer may agree to be necessary to protect the installation and operation of the authorized structures and developments, the lands and waters covered by this authorization shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.
- G. The Forest Service shall monitor the holder's operations and reserves the right to inspect authorized facilities and improvements at any time for compliance with the terms of this authorization. Inspections by the Forest Service do not relieve the holder of responsibilities under this authorization.
- H. The holder shall immediately notify the authorized officer of any and all known antiquities or other objects of historic or scientific interest, such as, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization. Such discoveries shall be left intact until the holder is authorized to proceed by the authorized officer.

Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

- I. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973 (ESA), as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA, section 7, consultation, may be shown on a separate map, hereby made part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when the facts become known. Discovery of such areas by either party shall be promptly reported to the other party.
- J. In the event of any conflict between any of the preceding standard provisions and any subsequent additions, the preceding standard conditions control.
- K. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.
- I. This permit is contingent upon the installation layout and development plans as submitted by the holder and approved as a part of this permit for this specific location. Any and all subsequent relocations, alterations, revisions, additions, construction, or reconstruction of housing and mounting facilities, including antenna towers or masts, shall require advance notification and approval of the Forest Service and advance modification of this permit. (C-16)
- M. The holder will not interfere with the line-of-site from any authorized fire lookout station, except as specifically authorized by the Forest Service. (X-57)
- N. All improvements constructed under this permit shall be equipped with lightning protection equal to that prescribed by the Forest Service for its structures. (X-58)
- O. Each radio or electronic transmitter covered by this permit shall be operated only by the holder of a current and valid Federal Communications Commission (FCC) license or Interdepartmental Radio Advisory Committee (IRAC) authorization applicable thereto. A legible copy of each applicable license or authorization shall at all times be posted on the cabinet or rack of each transmitter being operated. Each such copy shall indicate each person or entity authorized under the license of authorization to operate the transmitter. (X-52)
- P. This permit supersedes a Special Use Permit issued to the Washington State Patrol on September 16, 1963 for this site. (X-18)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and

completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0113), Washington, D.C. 20503.

| THIS | PERMIT IS | ACCEPTED SU | BJECT TO | ALL OF | ITS TERMS | AND COND | ITIONS. |
|-----------|-----------|-----------------|----------|---------|-----------|-----------|------------------|
| ACCEPTED: | HOLDER'S | SIGNATURE | neg_ | *** | | /. | 2-15-93 DATE |
| APPROVED: | AUTHORIZE | Monis OFFICER'S | signatur | FAND TI | est Sug | cervisor. | 12/20/93 DATE |
| 181 | | .9 | V | | | | |

Code 30(d) electronic site plan

| | Chek (Motion) | | |
|----------------|---------------------------------|--------------------|---|
| Prepared by: | Back C. Watson | Date:May, 1970 | |
| Recommended by | y: Malinhe District Ranger | Date: June 2. 1970 | |
| Approved by: | Willneight Forest Supervisor | Date:6/5/70 | • |
| Approved by: | Confidence Communications Offi | Date: /2/11/72 | |
| Approved by: 4 | | Date:DEC 12 1972 | |

| AMENDME | NT OF SOLICITATION/MODIFIC | ATION OF CON | ITRACT | 1. CONTRACT ID CODE | | OF PAGES |
|--|--|---|--|---|--|-------------------------|
| 2. AMENDME | NT/MODIFICATION NO. | 3. EFFECTIVE DA | ATE 4 | . REQUISITION/PURCHASE REQ. NO. | 5. PROJECT | NO. (If applicable) |
| 0005 | | See Block | : 16C | 040227909 | | |
| 6. ISSUED BY | CODE | F01 | | 7. ADMINISTERED BY (If other than Item 6) | CODE | |
| EASTSID: 911 NE | VISION OF CONTRACTING E FEDERAL COMPLEX 11TH AVENUE D OR 97232-4181 | | | | | |
| | | | | | | |
| 8. NAME AND | ADDRESS OF CONTRACTOR (No., street | t, county, State and ZIF | Code) (> | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | ROL, WASHINGTON STATE DE | PA TMENT OF | THE | | | |
| GENERAL A | | | | 9B. DATED (SEE ITEM 11) | | |
| OLYMPIA W | /A 98504-0001 | | | | | |
| | | | X | 10A. MODIFICATION OF CONTRACT/ORDER N F12PX02940 | 10. | |
| | | | | 10B. DATED (SEE ITEM 13) | | |
| CODE 00 | 70061260 | FACILITY CODE | | 09/02/2012 | | |
| | | 11. THIS ITEM | ONLY APPLIES TO AM | ENDMENTS OF SOLICITATIONS | | |
| Items 8 and separate let THE PLACE virtue of this | 15, and returning column | pies of the amendme to the solicitation a OFFERS PRIOR TO Per already submitted | ent; (b) By acknowledgi and amendment number THE HOUR AND DATI , such change may be i | ollicitation or as amended, by one of the following maing receipt of this amendment on each copy of the ors. FAILURE OF YOUR ACKNOWLEDGEMENT TO ESPECIFIED MAY RESULT IN REJECTION OF YOur made by telegram or letter, provided each telegram at the specified. | offer submitted; D BE RECEIVE DUR OFFER If | or (c) By D AT by |
| 12. ACCOUNT | TING AND APPROPRIATION DATA (If requ | | | • | 4,800.00 |) |
| See Sch | | | | | | |
| | 13. THIS ITEM ONLY APPLIES TO M | ODIFICATION OF C | CONTRACTS/ORDERS. | IT MODIFIES THE CONTRACT/ORDER NO. AS DE | SCRIBED IN IT | ΓΕΜ 14. |
| CHECK ONE | | | | HANGES SET FORTH IN ITEM 14 ARE MADE IN T | | |
| | B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN | | | IE ADMINISTRATIVE CHANGES (such as changes DRITY OF FAR 43.103(b). HORITY OF: | in paying office | 9 , |
| | | | | | | |
| | D. OTHER (Specify type of modification | and authority) | | | | |
| X | FUNDING Action | | | | | |
| E. IMPORTAN | T: Contractor ☐ is not. | x is required to s | ign this document and r | return copies to the issuin | ng office. | |
| | TION OF AMENDMENT/MODIFICATION ed COR: BLOWER | (Organized by UCF | section headings, inclu | ding solicitation/contract subject matter where feasi | ble.) | |
| OLE REGI | ION 1 EMERGENCY DISPA | TCH SERVIC | CES Modifica | ation 005 is exercise opti | on year | 3 under |
| FAR Part | t 52.217-9 Option to | Extend the | e Term of the | e Contract. | | |
| | | | | | | |
| | mount for this Modifi | | | | | |
| | al Amount for this Aw | ard: \$19,3 | 330.66 | | | |
| _ | y: 09/30/2016 | | | | | |
| Payment PP30 | Terms: | | | | | |
| Delivery | y Location Code: 0008 | 350597 | | | | |
| FWS SPEC | C AGNT IN CHRG-PORTLA | ND OR | | | | |
| Continue | ed | | | | | |
| | | ne document referer | nced in Item 9 A or 10A, | as heretofore changed, remains unchanged and in | | |
| 15A. NAME A | ND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFI | CER (Type or p | orint) |
| | 0700/0555000 | | | Valarie Reinholz | | T.00 D.00 C.00 |
| 15B. CONTRA | ACTOR/OFFEROR | 15 | C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED |
| | (Signature of person authorized to sign) | | | (Signature of Contracting Officer) | | 08/03/2015 |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 F12PX02940/0005
 2
 2

NAME OF OFFEROR OR CONTRACTOR

STATE PATROL, WASHINGTON STATE DEPA TMENT OF THE

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|----------|---|----------|-----|------------|---------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | 911 NE 11th Ave. Portland OR 97232 US | | | | |
| | | | | | |
| | FOB: Destination Period of Performance: 10/01/2012 to 09/30/2017 | | | | |
| | reflot of reflormance. 10/01/2012 to 09/30/2017 | | | | |
| | Add Item 00090 as follows: | | | | |
| | | | | | |
| 00090 | Emergency Dispatch for U.S. Fish & Wildlife, | | | | 900.0 |
| | Office of Law Enforcement, Region 1 - Option Year 3 | | | | |
| | Accounting Info: | | | | |
| | 01 Account Assignment: K G/L Account: 6100.233E0 | | | | |
| | Business Area: F000 Commitment Item: 233E00 Cost | | | | |
| | Center: FF09L10000 Functional Area: FLE122000.000000 Fund: 156F1611MD Fund Center: | | | | |
| | FF09L10000 Project/WBS: FX.LE12200900000 PR Acct | | | | |
| | Assign Line: 01 | | | | |
| | Funded: \$900.00 Period of Performance: 10/01/2015 to 09/30/2016 | | | | |
| | Tellod of Tellotimance: 10,01,2013 to 03,30,2010 | | | | |
| | Add Item 00100 as follows: | | | | |
| 00100 | Emergency Dispatch for U.S. Fish & Wildlife, Division of Refuge Law Enforcement, Region 1 - Option Year 3 | | | | 3,900.0 |
| | Accounting Info: 01 Account Assignment: K G/L Account: 6100.233E0 Business Area: F000 Commitment Item: 233E00 Cost Center: FF01R09000 Functional Area: FRS126400.000000 Fund: 156F1611MD Fund Center: FF01R09000 Project/WBS: FX.RS1264011FLD0 PR Acct Assign Line: 01 Funded: \$3,900.00 | | | | |
| | Period of Performance: 10/01/2015 to 09/30/2016 | | | | |
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WASHINGTON STATE PATROL COMMUNICATIONS DIVISION RADIO COMMUNICATIONS AGREEMENT AMENDMENT

The above-referenced agreement between the Washington State Patrol (WSP) and the US Marshal Service (Contractor) is hereby amended as follows:

- a. Page 1, Contract End Date, is revised to extend this Agreement through June 30, 2018.
- b. This Amendment is effective on July 1, 2017.
- c. Page 1, WSP Project Manager Name and Title and E-mail, is replaced with: Ms. Heather Anderson, Communications Division Administrator; heather.anderson@wsp.wa.gov.
- d. Paragraph 1.g. <u>Fees for Services</u>. (4) <u>Radio Repair/Installation/Removal</u> is amended to read:
 - (4) <u>Radio Repair/Installation/Removal</u>: For radio installation, removal and repair services the Contractor shall reimburse WSP for:
 - Regular time plus indirect rates or overtime plus indirect rates for actual hours worked for services provided at WSP's current approved indirect rate.
 - The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Contractor locations, plus indirect costs at WSP's current approved indirect rate.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

US MARSHAL SERVICE

WASHINGTON STATE

Date

10/17

Signatura

Date

Signature

STATE OF WASHINGTON

Raymond F. Fleck - Acting Assistant Chief

Robert L. Maki - CFO

Printed Name and Title

Printed Name and Title

WASHINGTON STATE PATROL COMMUNICATIONS DIVISION RADIO COMMUNICATIONS AGREEMENT AMENDMENT

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- b. This Amendment is effective on July 1, 2018.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

US MARSHAL SERVICE

nature Dat

Printed Name and Title

STATE OF WASHINGTON

WASHINGTON STATE PATRO

Signature

Date

Robert L. Maki - CFO

Printed Name and Title

| WASHINGTON STATE | PATROL | WSP Contract No K10789 |). | | | |
|--|------------------------------|---------------------------------------|--|---|--|--|
| PROFESSIONAL SERVICE CONTRAC | | Other Contract No | 0. | | | |
| Communications D | | | | | | |
| Radio Communications | Agreement | | Data I and the Contractor Identifi | God | | |
| This Contract is between the State below, and is governed by chapter 3 | e of Washington, V | Washington State | Patrol and the Contractor Identil | ied | | |
| CONTRACTOR NAME | 55.20 NOVV. | Contractor Doing I | Business As (DBA) | | | |
| US MARSHAL SERVICE | | If | | | | |
| Contractor Address | | Statewide Vendor | Registration Number | | | |
| Attention Administrative Officer | | SWV00 | | 1 | | |
| U.S. Marshals Service | | 011400 | anima anima anima anima | - | | |
| 700 Stewart Street, Suite 9000 | | | | | | |
| Seattle WA 98101 | | Cantast Talanhan | | | | |
| Contact Name Mr. Stephen Blue | | Contact Telephone | et 18417 / 206-370-8650 | | | |
| Contact Fax | | Contact E-mail Ad | | | | |
| 206-370-8670 | | stephen.blue@u | | | | |
| | WSP Contac | t Information | | | | |
| WSP Project Manager Name and Title | | WSP Project Mar | nager Address | 130 | | |
| Mr. Mark Layhew | | PO Box 42602 | | | | |
| Communications Division Admin | | Olympia WA 98 | | | | |
| Telephone | Fax | E-mail Address mark.layhew@wsp.wa.gov | | | | |
| (360) 704-2280 WSP Administrative Contact Name and | (360) 704-2287 | | ive Contact Address | | | |
| Ms. Julie Hannah | Titlo | PO Box 42602 | TO OSHUUT MAIOUS | | | |
| Contracts Specialist | | Olympia, WA 98 | | | | |
| Telephone | Fax | | E-mail Address | | | |
| (360) 596-4063 | (360) 596-407 | | julie.hannah@wsp.wa.gov | | | |
| | On the of End Date | | Contract Maximum Amount | | | |
| Contract Start Date 10/01/2015 | Contract End Date 06/30/2017 | | See Statement of Work (SOW) | | | |
| ATTACHMENTS. When the boxes belo | ow are marked with a | n X, the following E | | ed | | |
| into this Contract by reference: | | | | | | |
| Exhibit A, Interagency Agreement This Contract, including the attached | Torme and Condill | one and any other | r documents incorporated by refere | nce | | |
| contains all of the terms and conditions | agreed upon by the | parties. No other u | inderstandings or representations, or | al or | | |
| otherwise, regarding the subject matter | of this Contract sha | Il be deemed to exi | st or bind the parties. The parties sign | ning | | |
| below warrant that they have read and | understand this Cont | | | | | |
| FOR THE WASHINGTON STATE PAT | ROL!/ | FOR THE CONT Contractor Signa | The state of the s | _ | | |
| WSP Signature | Date | Contractor Signa | | | | |
| Val arely 7 /a | lu cro | Whit | 8/14/201 | 5 | | |
| Printed Name and Title | 1, 1 | Print d Name an | d Tille | | | |
| John R. Batiste, Chief | 8/17/15 | John F. Willia | ms, Acting Chief Deputy | | | |
| APPROVED AS TO FORM | BY THE OFFICE | OF THE ATTOR | NEY GENERAL 10/16/2014 | of the Assessment of the State | | |

WSP Professional Service Contract-Radio Dispatch – US Marshal Svcs

Statement of Work.

WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Contractor.

- a. <u>Description of Service</u>. WSP shall provide radio dispatch services on assigned radio frequencies to the Contractor. The Contractor shall use WSP communications procedures when accessing the WSP communications system.
- b. WSP will provide criminal justice information (CJI) responses from the A Central Computerized Enforcement Service System (ACCESS) provided that the Contractor is authorized to receive this information. The Contractor must submit a complete application to the WSP ACCESS Section and be approved by WSP and the FBI as a criminal justice agency or criminal justice sub-unit. If the Contractor is not approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, the WSP will not provide any CJI responses from ACCESS to the Contractor. The WSP will not make National Crime Information Center (NCIC) or Washington Crime Information Center (WACIC) entries on behalf of Contractors.
- c. WSP, at its discretion, may also provide radio repair, installation and removal services as requested by the Contractor.
- d. <u>Training</u>. WSP shall provide required initial training on radio dispatching to the Contractor's system users prior to their initial use of the system, and annual sustainment training to the Contractor's system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and the Contractor.
- e. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of Contractor's personnel who request and receive CJI from ACCESS, must complete Basic Security Awareness Training once every two (2) years. WSP must set up and maintain the Contractor's personnel Basic Security Awareness Training through the "CJIS Online" Criminal Justice Information Services application.
- f. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of the Contractor's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for future audit verification.

g. Fees for Services.

- (1) <u>Dispatch Services</u>: The Contractor shall reimburse WSP at a flat rate of \$400 per month that includes no additional charges for the first 150 transactions made through WSP radio dispatch. WSP shall charge \$3.06 for each additional transaction over the 150 transactions per month up to 4,999 transactions. If the Contractor makes 5,000 or more transactions for any month through WSP radio dispatch, they will be given a 10% discount and WSP shall charge \$2.75 for each additional transaction over the first 150 transactions per month limit for that month.
- (2) <u>Data Requests</u>: The WSP will charge the Contractor a single transaction for each data request received for data not associated with an existing radio generated transaction and WSP will create a CAD record of the data request.
- (3) <u>Training Services:</u> The Contractor shall reimburse WSP for actual costs for providing training to Contractor users under this Agreement. Actual costs are:
 - Salary and benefits for actual hours worked by WSP instructors;

- Reimbursement for instructor vehicle mileage at current WSP rates;
- Indirect costs calculated against direct costs charged to the Contractor under this Agreement at WSP's current approved indirect rate.
- (4) Radio Repair/Installation/Removal: For radio installation, removal and repair services the Contractor shall reimburse WSP for:
 - \$61.50 per hour for regular time; or \$88.45 for overtime for services provided.
 - The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Contractor locations, plus indirect costs at WSP's current approved indirect rate.
- h. Reports. WSP shall provide to the Contractor a monthly report of the number of Contractor transactions made through the WSP radio dispatch system by Contractor employees.
- 2. Provide list of user name and unique identification number. Contractor shall be responsible for providing the WSP CAD Administrator with a current list of radio user names and unique identification numbers during the months of January and July each year of the agreement. New user names and unique numbers shall be provided by Contractor to the WSP CAD Administrator as soon as practical for activation in the system. (Unique numbers for Washington State employees are their DOP numbers. The CAD Administrator will issue unique numbers for non-Washington State employees.)
- Payment for Services. WSP shall bill the Contractor monthly in accordance with this Agreement. WSP shall send billings to the Contractor billing address identified on Page 1 of this Agreement. The Contractor shall reimburse WSP within 30 days of receipt of billing from WSP.
- 4. Fees. The Contractor shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in the Statement of Work.
- 5. Advance Payments Prohibited. WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
- 6. **Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.
- 7. Compliance with Civil Rights Laws. During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws.
- 8. Confidentiality. The Contractor shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract
- 9. Contract Execution and Amendments. This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
- 10. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.
- 11. Data Security. The Contractor, if authorized, shall only request CJI for the administration of criminal justice. The Contractor must safeguard all CJI and maintain all copies in a secure environment. CJI must only be retained for as long as it is considered useful for an open investigation.

WSP Professional Service Contract-

- 12. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify WSP if, during the term of this Contract, Contractor becomes Debarred. WSP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 13. Disputes. In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Contractor shall appoint a member to the Dispute Board. The Chief of WSP and the Contractor shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Contract.
- 14. Filing Requirement. This Contract may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) business days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.
- 15. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 16. Indemnification. The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.
- 17. Independent Capacity. The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.
- 18. Inspection; Maintenance of Records. During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract. During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.

- 19. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.
- 20. Rights in Data. Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
- 21. Savings. In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.
- 22. Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.
- 23. Site Security. While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other security regulations communicated to the Contractor by WSP.
- 24. Statewide Vendor Payment Registration. The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.
- 25. Subcontracting. The Contractor shall not subcontract any of the services provided under this Contract unless so specified in this Contract.
- 26. **Termination.** WSP may terminate the Contract by providing written notice to the Contractor. Termination shall be effective as of the date specified in the notice of termination. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination.
- 27. Waiver. A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

Inter-agency Agreement

Must be completed by agencies who:

- A. Provide criminal justice services to another agency.
- B. Receive criminal justice services from another agency.

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: WASHINGTON STATE PATROL

Agency Receiving Service: U.S. MARSHALS SERVICE, WESTERN DIST OF WA

Services Provided (check all that apply):

Dispatch

Data Queries (as authorized by ACCESS/FBI)

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement

This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

| Agency Providing Criminal Justice Service(s): | WASHINGTONSTATEPATROL | |
|---|---|-----------------|
| ORI: | WAWSP1000 - WAWSP8000 | · |
| Agency Head Name (printed) | JOHN R. BATISTE, CHIEF | |
| Agency Head Signature: | Modern J Maly, ce | Date: 4/17// |
| | | |
| Agency Receiving Criminal Justice Service(s): | U.S. MARSHALS SERVICE WESTERN DISTRICT OF WASHINGTON | |
| ORI: | WAUSM0100 | |
| Agency Head Name (printed): | JOHN F. WILLIAMS ACTING CHIEF DEPUTY | |
| Agency Head Signature: | CARLY | Date: 8/14/2015 |

| AMENDMENT OF SOLICITATION/MODIFICA | ONTRACT | | 1. CONTRACT ID CODE | PAGE | OF PAGES | | |
|---|---|--|---|---|--|------------------------------------|-------|
| O AMENDMENT MODIFICATION NO | 0 EEEEOT!\ | DATE | 4 55 | LIGHT ON THE PER NO | 1 | 3 | |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE | | | QUISITION/PURCHASE REQ. NO. L16PTE0091P0027.1 | 5. PROJEC | T NO. (If applicable) | |
| P00001 6. ISSUED BY CODE | See Blo | JK 10C | | | CODE OT | 20 / EDG / ETGE | 222/5 |
| NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Secur Federal Protective Service | | | NPP U.S Ofc | D/FPS/West CCG/Region 10 . Dept. of Homeland Secu of Procurement Operation |) urity | PO/FPS/WEST | CCG/F |
| Office of Procurement Operat | ions | | | 15th Street SW | | | |
| 400 15th Street SW Auburn WA 98001 | | | | n:Karl H Johnson urn WA 98001 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, | county State and | | | . AMENDMENT OF SOLICITATION NO. | | | |
| WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 | | | 9E | . DATED (SEE ITEM 11) | | | |
| DLYMPIA WA 985042602 | | | ^ H | A. MODIFICATION OF CONTRACT/ORDER NO SHQWA-16-C-00001 B. DATED <i>(SEE ITEM 13)</i> | D. | | |
| CODE 8088838540000 | FACILITY COL | DE | | 9/10/2015 | | | |
| | 11. THIS IT | EM ONLY APPLIES TO A | MENDI | MENTS OF SOLICITATIONS | | | |
| Offers must acknowledge receipt of this amendment p Items 8 and 15, and returning cop separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and i 12. ACCOUNTING AND APPROPRIATION DATA (If requ See Schedule | oies of the amen to the solicitation OFFERS PRIOR or already submit or received prior | dment; (b) By acknowledgen and amendment number TO THE HOUR AND DAted, such change may be to the opening hour and control of t | ging re ers. Fa TE SPI e made date sp | ceipt of this amendment on each copy of the office of the office of YOUR ACKNOWLEDGEMENT TO ECIFIED MAY RESULT IN REJECTION OF YOU by telegram or letter, provided each telegram or ecified. | er submitted BE RECEIVE JR OFFER I | ; or (c) By ED AT If by s | |
| | ODIFICATION O | F CONTRACTO/ORDERO | | ODIFICATUS CONTRACT/ODDED NO. 40 DEG | ODIDED IN | TEM 44 | |
| 13. THIS ITEM ONLY APPLIES TO MO | DDIFICATION O | F CONTRACTS/ORDERS | i. II M | ODIFIES THE CONTRACT/ORDER NO. AS DES | CRIBED IN I | IIEM 14. | |
| | | | | GES SET FORTH IN ITEM 14 ARE MADE IN TH | | | |
| X appropriation date, etc.) SET FORTH X C. THIS SUPPLEMENTAL AGREEMENT | | | | MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b). | r paying ome | | |
| D. OTHER (Specify type of modification | and authority) | | | | | | |
| | | | | | | | |
| E. IMPORTANT: Contractor Sis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (192116PTE0091P0027 | | o sign this document and CF section headings, incl | | | | | |
| (WSP No C110225GSC) COR: Cheryl Domingo, 253-876- CO: Karl H. Johnson, 253-876- | | | _ | | | | |
| Radio Dispatch Services from DO/DPAS Rating: NONE - | the Was | hington State | e Pa | trol. | | | |
| A. The purpose of this modificapplicable to the FY-16 oblide Continued | gation a | nd to remove | the | "Subject to the Availak | oility | of Funds" | |
| Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print) | e document refe | erenced in Item 9 A or 10A | - | eretofore changed, remains unchanged and in function of the NAME AND TITLE OF CONTRACTING OFFICE NAME AND TITLE OF CONTRACTING OFFICE NAME AND TITLE OF CONTRACTING OFFICE NAME AND TITLE OF TOTAL OFFICE NAME AND TITLE OF T | | | |
| TON. NAME AND THE OF SIGNER (Type OF PHINT) | | | | | -∟r (<i>rype</i> or | piiit) | |
| | | | Ka: | rl H. Johnson | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. | UNITED STATES OF AMERICA | | 16C. DATE SIGNED |) |
| (Signature of person authorized to sign) | | | - | (Signature of Contracting Officer) | | 10/16/20 | 15 |

CONTINUATION SHEET HSH

REFERENCE NO. OF DOCUMENT BEING CONTINUED ${\tt HSHQWA-16-C-00001/P00001}$

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | l I | UNIT PRICE | AMOUNT |
|----------|--|----------|-----|------------|----------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | (SAF) statement. | | | | |
| | B. As a result of this modification, the total | | | | |
| | ceiling amount of this task order remains | | | | |
| | unchanged at \$45,350.00. | | | | |
| | C. Period of Performance: 10/01/2015 through | | | | |
| | 09/30/2016. | | | | |
| | LIST OF CHANGES: | | | | |
| | Reason for Modification: Funding Only Action | | | | |
| | New Total Amount for this Version: \$9,110.00 | | | | |
| | New Total Amount for this Award: \$45,350.00 | | | | |
| | Obligated Amount for this Modification: \$9,110.00 | | | | |
| | New Total Obligated Amount for this Award: | | | | |
| | \$9,110.00 Discount Terms: | | | | |
| | Net 30 | | | | |
| | FOB: Destination | | | | |
| | Period of Performance: 10/01/2015 to 09/30/2020 | | | | |
| | Change Item 0001 to read as follows (amount shown | | | | |
| | is the total amount): | | | | |
| | ********* | | | | |
| | Base Year: | | | | |
| | 10/01/2015 - 09/30/2016 | | | | |
| | *********** | | | | |
| 0001 | Access User Fee | 12 | MO | 355.00 | 4,260.00 |
| | Obligated Amount: \$4,260.00 | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-20-05-00 GE-25-14-00 000000 | | | | |
| | Funded: \$4,260.00 | | | | |
| | Change Item 0002 to read as follows(amount shown | | | | |
| | is the total amount): | | | | |
| | | | | | |
| 0002 | Radio Communications Service Transactions Obligated Amount: \$4,800.00 | 12 | MO | 400.00 | 4,800.00 |
| | Obligated Amount: \$4,800.00 | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-10-00-00 GE-25-14-00 000000 | | | | |
| | Funded: \$4,800.00 | | | | |
| | Change Item 0003 to read as follows(amount shown | | | | |
| | is the total amount): | | | | |
| | Continued | | | | |
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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATRO

| ГЕМ NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|-----------------|--|----------|-------|----------------------|------------------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| TEM NO. (A) 003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed Obligated Amount: \$50.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$50.00 ********************************* | (C) | LO LO | UNIT PRICE (E) 50.00 | AMOUNT (F) 50.0 |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | RCIAL ITEMS | 1. REC | | | PAGE OF | | | | |
|--|---|--|--|--|--|----------------------------|------------------------|---|------------|----------|--------------------------------|
| a coursies in | | | OCKS 12, 17, 23, 24, | & 30 4, ORDER NUMBER | See | Schedu | | 5. SOLICITATION NUMBER | 1 | 4 | 6. SOLICITATION |
| HSHQWA-16 | -C-00001/P | 00002 | EFFECTIVE DATE | 4, ORDER NOMBER | | | | 5, SOLICITATION NOMBER | | | ISSUE DATE |
| | OLICITATION ATION CALL: | a NAME Kateli | n Grothe | | 1 | (253)876 | | (No collect calls) | 8. OFFER | DUE DATE | E/LOCAL TIME |
| 9. ISSUED BY | ATION CALL. | Maceri | Control of the Contro | PO/FPS/WEST | 10. THIS ACQU | Samuel Control | - | RESTRICTED OR | SET ASIDE | | % FOR: |
| U.S. Dept Federal P Office of | West CCG/R . of Homel rotective Procureme Street SW 98001 | and Secur Service | ity | | HUBZONE BUSINESS SERVICE-I VETERAN- SMALL BU | SMALL DISABLED OWNED | (WOS | EN-OWNED SMALL BUSINE B) ELIGIBLE UNDER THE V I RUSINESS PROGRAM DSB | OMEN-OWN | NAICS: 8 | 11213 NDARD: \$11.0 |
| 11. DELIVERY FOR | | DISCOUNT TERMS | 3 | | | | | 13b, RATING | | | |
| TION UNLESS I MARKED | BLOCK IS | | Net 30 | | RATE | D ORDER UND | | 14. METHOD OF SOLICI | TATION | - | |
| SEE SCHEE | DULE | - | | | | (15 CFR 700) | | Time . | IFB [| RFP | |
| VARIOUS L | OCATIONS | COL | 000000 | | U.S. De | S/West | Home | Region 10 | Y | PO/F | PS/WEST CC |
| | | | | Z. | Ofc of 400 15t Attn:Ka | | ment et SW Groth | Operations · | | PEN | |
| 17a, CONTRACTOR OFFEROR | CODE 8 | 088838540 | 000 FACILITY CODE | | 18a, PAYMENT | WILL BE MADE | BY | <u> </u> | CODE | IPPD- | FPS-REGION |
| BUDGET AN PO BOX 42 | N STATE PA D FISCAL S 602 A 98504260 | ERVICES | | * | P.O. Bo Attn: N | gton Fir | -Reç | | | | |
| The second secon | EMITTANCE IS DIFFE | RENT AND PUT SUC | H ADDRESS IN OFFER | T | | | | SHOWN IN BLOCK 18a UNLE | ESS BLOCK | BELOW | |
| 19. | | | 20 | | IS CHEC | 21. | SEE ADD | ENDUM 23 | | 2 | 4. |
| ITEM NO. | | | DULE OF SUPPLIES/SER | VICES | | QUANTITY | UNIT | UNIT PRICE | | AMC | TAUC |
| () () | COR: Chery. cheryl.j.d. CO: Kelly I Kelly.m.min a. The pur exercise O 52.217-9, Contract (| Domingo, omingo, omingo@hq. Minturn, inturn@hq. opose of the ption Year Option to March 2006 | 253-876-6844 | ation is to rdance with Term of the period of | | | | ************************************** | 2 | | |
| 25. ACCOUNTIN | G AND APPROPRIA | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | regal "manifolds | | | 26 TOTAL AWARD AMO | UNT (For G | ovt. Use | Only) |
| See sched | lule | | | | | | - | \$0.00 | | | |
| | | | NCE FAR 52.212-1, 52. ATES BY REFERENCE | | | | ED. A | DDENDA DA | ARE X ARE | | E NOT ATTACHED. |
| COPIES TO IS ALL ITEMS SE SHEETS SUB | SSUING OFFICE. C | ONTRACTOR AG ERWISE IDENTIF IS AND COMOITI | OCUMENT AND RETURES TO FURNISH AFFICE ABOVE AND ON A ON SPECIFIED. | NO DELIVER | 31a, UNITE | HEREIN, IS A | ANY ADD | | WHICH AR | ESETF | OFFER ON (BLOCK 5), ORTH |
| 30b. NAME AND | TITLE OF SIGNER | (Type or print) | W. S. 30 | c. DATE SIGNED | | E OF CONTRA | | OFFICER (Type or print) | | 5.15000 | DATE SIGNED |
| | OR LOCAL REPROD | | , CHC | 0/14/16 | nexxy | ull | 0.0 | | RD FORM 1 | 449 (RE | |

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| Version and the second | 1000 HS | | 1 | Victor | , | |
|--|--|--|-----------------|-------------|----------------------|---------------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICE | ES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | performance, 10/01/2016 - 09/30/2 | 2017. | | | | - 5 8 |
| | | | | | | |
| | b. CLIN's 1001, 1002, and 1003 a | re all affected | | | | |
| | by this modification and are being | ng exercised. | 1 H H | | | |
| | | | | | | |
| | c. As a result of this modific | ation, the total | 1 | | | 2 |
| | obligated amount of this order i | s INCREASED by | | | | |
| | \$455.00 from \$45,350.00 to \$45,8 | 05.00. | | | 000 | |
| | \$45,805.00 is the ceiling for th | is order. | | | 9 | |
| | | | | | | |
| | d. Funds are not presently avail | able for this | | | | |
| | contract. The Government's oblig | ation under thi | s | | = 10 | 14 |
| | contract is contingent upon the | availability of | | | | 8. |
| | appropriated funds from which pa | yment for | | | | |
| | contract purposes can be made. N | o legal liabili: | ty | | | 2 |
| | on the part of the Government fo | | | | 2 | |
| | arise until funds are made avail | | _ | | = | |
| | Contracting Officer for this con | tract. The | | | | 55 |
| | Contracting Officer will notify | | | | | lo lo |
| | prior to the contract date for t | | | | | 2 |
| | performance if the funds anticip | | | | | |
| | contract will not be available. | | | | | 8 |
| | A THE PART THE STATE OF THE STA | | | | | |
| | e. All terms and conditions rema | in the same. | | | | |
| | DO/DPAS Rating: NONE | | | | | 90 |
| | Period of Performance: 10/01/201 | 5 to 09/30/2020 | | 1 | | 23 |
| | | | | | | 3 |
| | Change Item 1001 to read as foll | ows(amount show | m | | | |
| | is the total amount): | | | 1 | | e a |
| | Continued | 12 | | 1 | | į. |
| 32a. QUANTI | TY IN COLUMN 21 HAS BEEN | Annual Control of the | | | | |
| ☐ RECE | 00009 1-0000289204029 1-0 | CONFORMS TO THE CONTR | ACT. EXCEPT AS | NOTE | ED: | |
| | URE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | Carrier Control No. | | - 1 Jan 1 | | GOVERNMENT REPRESENTATIVE |
| | | | | | | |
| 32e. MAILING | ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 321. | TELEPHONE N | IMBE | R OF AUTHORIZED GOVE | ERNMENT REPRESENTATIVE |
| | | | | | | |
| | | 329 | E-MAIL OF AUT | HORIZ | ZED GOVERNMENT REP | RESENTATIVE |
| «————————————————————————————————————— | 7 | | | | | |
| 33. SHIP NU | | OUNT VERIFIED 36. ECT FOR | PAYMENT | | | 37. CHECK NUMBER |
| - 11 | | | COMPLETE | | PARTIAL FINAL | |
| PARTIA | L FINAL | | | | | |
| 38. S/R ACC | OUNT NUMBER 39. S/R VOUCHER NUMBER 40. PA | IO BY | | | | |
| 4417 | | | | | | 100 |
| Or annual Parket | FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT TURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42a. RECEIVED E | Y (Pri | nt) | |
| TIM SIGNAL | STREET THE ST. MEITH FING STINGS | - Liver by the second of | 42b. RECEIVED | AT (Lo | cetion) | |
| | | | 120 DATE OFFI | On a | won I | WAL & ALEXANDER - |
| | | | 42c. DATE REC'D | (YY/A | 42d. TO | TAL CONTAINERS |

| | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
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| CONTINUATION SHEET | HSHQWA-16-C-00001/P00002 | 3 | 1 | 4 |

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | ини (D) | UNIT PRICE (E) | AMOUNT (F) |
|--------------|---|-----------------|------------|-------------------|------------|
| | ****** | | | | |
| | Option Year 1: 10/01/2016 - 09/30/2017 ********* | | | ŧ | |
| 1001 | Access User Fee Requisition No: 192117PTE0091P0027 | ي | ie. | | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$0.00 \$1,065.00 (Subject to Availability of Funds) | | | | |
| ē. | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$0.00 \$3,600.00 (Subject to Availability of Funds) | | | | п |
| | Change Item 1002 to read as follows(amount shown is the total amount): | | | | 11 12 N |
| 1002 | Radio Communications Service Transactions Requisition No: 192117PTE0091P0027 | | | | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$0.00 \$4,800.00 (Subject to Availability of Funds) | | | E | * |
| | Change Item 1003 to read as follows(amount shown is the total amount): | | | | |
| 1003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed Requisition No: 192117PTE0091P0027 | | | | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$0.00 \$50.00 (Subject to Availability of Funds) | | | M | * |
| | Continued | | | | |
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| CONTINUATION SHEET | HSHQWA-16-C-00001/P00002 | 4 | 4 | |

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

| EM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE | AMOUNT (F) |
|---------------|--|-----------------|-------------|------------|---|
| | Additional CO Invoice Approving Officials: CO: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov | | | | |
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| AMENDMENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES | | | |
|---|--|--|--|--|--|--|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO | 5. PROJECT NO. (If applicable) | | | |
| P00003 | See Block 16C | See Schedule | | | | |
| 6. ISSUED BY CODE | OPO/FPS/WEST CCG/ | CG/ 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/WES | | | | |
| NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Secur Federal Protective Service Office of Procurement Operat 400 15th Street SW Auburn WA 98001 8 NAME AND ADDRESS OF CONTRACTOR (No. sweet | ions | NPPD/FPS/West CCG/Region U.S. Dept. of Homeland S Ofc of Procurement Opera 400 15th Street SW Attn:Katelin Grothe Auburn WA 98001 (X) 9A AMENDMENT OF SOLICITATION NO. | 10 ecurity | | | |
| WASHINGTON STATE PATROL | | | | | | |
| Attn: WASHINGTON STATE PATRO BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602 | L , | 98. DATED (SEE ITEM 11) x 10A MODIFICATION OF CONTRACT/ORDE HSHQWA-16-C-00001 10B. DATED (SEE ITEM 13) | ĒR NO | | | |
| CODE 8088838540000 | FACILITY CODE | 09/10/2015 | | | | |
| 2222222.000 | 11. THIS ITEM ONLY APPLIES TO | AMENDMENTS OF SOLICITATIONS | | | | |
| CHECKONE A THIS CHANGE ORDER IS ISSUED ORDER NO IN ITEM 10A | OFFERS PRIOR TO THE HOUR AND OF already submitted, such change may is received prior to the opening hour an wired) ODIFICATION OF CONTRACTS/ORDE PURSUANT TO. (Specify authority) THE CT/ORDER IS MODIFIED TO REFLECT HIN ITEM 14, PURSUANT TO THE AU | DATE SPECIFIED MAY RESULT IN REJECTION OF the made by telegram or letter, provided each telegral date specified. Increase: RS. IT MODIFIES THE CONTRACT/ORDER NO. AS E CHANGES SET FORTH IN ITEM 14 ARE MADE ITHE ADMINISTRATIVE CHANGES (such as chan THORITY OF FAR 43 103(b). | F YOUR OFFER If by ram or letter makes \$ 9 , 5 1 5 . 0 0 S DESCRIBED IN ITEM 14. IN THE CONTRACT | | | |
| D. OTHER (Specify type of modification | and authority) | | | | | |
| E. IMPORTANT: Contractor X is not. | is required to sign this document a | nd return copies to the is | ssuing office. | | | |
| 14 DESCRIPTION OF AMENDMENT/MODIFICATION Requisition 192117PTE0091P00 COR: Cheryl J. Domingo, 253-CO: Paul Metzger, 253-876-68 | 27.1 876-6824, cheryl.j. | domingo@hq.dhs.gov | easible) | | | |
| Radio Dispatch Services from | the Washington Sta | te Patrol. | w | | | |
| A. The purpose of this modified applicable to the FY-17 obli | | istratively add the lines | of accounting | | | |
| Continued Except as provided herein, all terms and conditions of the state of | ne document referenced in Item 9 A or 1 | 16A NAME AND TITLE OF CONTRACTING O | | | | |
| 15B. CONTRACTOR/OFFEROR | 4/// TOU. DATE SIGNED | 16B UNITED STATES OF AMERICA | OWNERS AND ADDRESS OF THE PROPERTY OF THE PROP | | | |
| Istelle Celling | 1/26/11 | (Signar de of Contracting Officer) | 11/21/2016 | | | |
| NSN 7540-01-152-6070 Previous edition unusable | 12/2/16 | (10) represent the common of t | STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53, 243 | | | |

 CONTINUATION SHEET
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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROI

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | B. As a result of this modification, the total obligated amount is increased from \$9,110.00 by \$9,515.00 to \$18,625.00. C. Period of Performance: 10/01/2016 through 09/30/2017. | | | | |
| | D. All other terms and conditions remain the same. | | | | |
| | DO/DPAS Rating: NONE Discount Terms: Net 30 | | | | |
| | FOB: Destination Period of Performance: 10/01/2016 to 09/30/2017 | | | | |
| | Change Item 1001 to read as follows(amount shown is the total amount): | | | | |
| | ************************************** | | | | |
| 1001 | Access User Fee Requisition No: 192117PTE0091P0027 | | | | 4,665. |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$1,065.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$3,600.00 | | | | |
| | Change Item 1002 to read as follows(amount shown is the total amount): | | | | |
| 1002 | Radio Communications Service Transactions Requisition No: 192117PTE0091P0027 | | | | 4,800. |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$4,800.00 | | | | |
| | Change Item 1003 to read as follows(amount shown is the total amount): | | | | |
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NAME OF OFFEROR OR CONTRACTOR WASHINGTON STATE PATROL

| WASHING | TON STATE PATROL | | | | |
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| ITEM NO. | SUPPLIES/SERVICES | QUANTIT | 1 1 | UNIT PRICE | TAUOMA |
| (A) | (B) | (C) | (D) | (E) | (F) |
| 1003 | Radio Communications Service Transactions | | | | 50.00 |
| | (OVERAGES) To be funded as needed | | 11 | | |
| | Requisition No: 192117PTE0091P0027 | | | | |
| | Requisition No. 13211/11B00311002/ | | 1 1 | , | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | 1 | 11 | | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 | | 1 1 | | |
| | Funded: \$50.00 | | | | |
| | | 1 | | | |
| | | | | | |
| | Additional CO Invoice Approving Officials: | | | | |
| | Jennifer Sinkiewicz, 253-876-6828, jennifer.j. | | | | |
| | sinkiewicz @hq.dhs.gov Dolor Alegrado, 253-876-6813, | 1 | | 1 | |
| | dolor.e.alegrado@hq.dhs.gov | | | | |
| | Kelly Minturn, 253-876-6844, | | | | |
| | kelly.m.minturn@hq.dhs.gov | | | | |
| | Karl Johnson, 253-876-6836, | | 1 | | |
| | karl.h.johnson@hq.dhs.gov | | | | |
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| | DATION OF CONTRACT | | 1 COMPAGLID CODE | | PAGE OF | PAGES | |
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| AMENDMENT OF SOLICITATION/MODIFI | CATION OF CONTRACT | | | | 11 | 2 | N-1 10 112 12 |
| 2 AMENDMENT/MODIFICATION TIO. | 3. EFFECTIVE DATE | Contract of the Contract of th | OUISITION/PURCHASE REQ. NO. | 5. P | ROJECT NO. | (if app'cab'e) | |
| P00004 | See Block 16C | | 117R10ADMC0096 | | - T | | |
| 6 ISSUED BY COD | OPO/FPS/WEST CCG/ | - | MANISTERED BY (If other than Item 6) | COD | e [Obo\ | FPS/WEST | CCG/ |
| MPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Sect Federal Protective Service Office of Procurement Opera 400 15th Street SW Auburn WA 98001 a HAME AND ADDRESS OF COMPACTOR (NO. 174 WASHINGTON STATE PATROL | ntity ations a.com, suscasses | 0.5 0fc 400 Act Aub | D/FPS/West CCG/Region Dept. of Homeland Se of Procurement Operat 15th Street SW DESTRUCTION DESTRUCTIO | ecuri | | | |
| Attn: WASHINGTON STATE PATR BUDGET AND FISCAL SERVICES | OL · | 92 | B DATED (SEE HEM H) | | | | |
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| DLYMP1A WA 985042602 | | × Ĥ | SHQWA-16-C-00001 | | | | |
| | | 10 | DB DATED (SEE HEM 13) | | | | |
| CODE 8088838540000 | FACILITY CODE | (| 09/10/2015 | | | | |
| 3 | 11. THIS ITEM ONLY APPLIES TO | O AMENO. | MENTS OF SOLICITATIONS | | | | |
| separate letter or telegram which includes a referent HE PLACE DESIGNATED FOR THE RECEIPT OF VITUE Of this amendment you desire to change an or reference to the soficiation and this amendment, as 12 ACCOUNTING AND APPROPRIATION DATA (If its FPS 0005 P05 PN 10-14-20-000 D). THIS ITEM ONLY APPLIES TO | FOFFERS PRIOR TO THE HOUR AND I fler a'ready submitted, such change may id is received prior to the opening hour ar reprired) Ne 19-10-2140-10-10-00 | DATE SP y te made addate sp et Dec 0-00 (| ECIFIED MAY RESULT IN REJECTION OF t by telegram or letter, provided each telegra provided. On each e | YOUR OF | rmakes | | |
| CHECK CHE A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A | PURSUANT TO: (Specify authority) Th | HE CHAN | GES SET FORTH IN ITEM 14 ARE MADE II | I THE CO | DATRACT | | |
| | | | OMHIISTRATIVE CHANGES (such as chang (OF FAR 43 103(b) | | | ï | |
| C. THIS SUPPLEMENTAL AGREEMS | NT IS ENTERED INTO FURSUANT TO | AUTHOR | HY OF: | | | | |
| X FAR 52,212-4 (c) Ch | en compressions pour | | | | | | |
| D. OTHER (Specify type of modification | on and authority) | | | | | | |
| E HIDOSTATE A LEGIS | File care double else this day and a | | 1 copies to the iss | THE VOLUME AND ST | 20 | | |
| E. IMPORTANT: Contractor I lis not 14. DESCRIPTION OF AMENDMENT/MODIFICATION | Sis required to sign this document a | and all a lives and a | | |). | | |
| Requisition 192117R10ADMC00 | | incovary | so charencomract suc, ect maker (ingre te. | 35/0/0.1 | | | |
| COR: Cheryl J. Domingo, 253 CO: Kelly Minturn, 253-876- | 6844, Kelly.m.mintur | n9hq. | dhs, gov | | | | |
| Radio Dispatch Services fro | a cue mantingcon aca | ce re | , | | | | |
| - A. The purpose of this modi remaining balance of \$50.00 | | ase f | unds to CLIN 0003 (Bas | se Ye | ar) foi | the | |
| Continued | | | 10 | | | | |
| Except as provided herein, at terms and conditions of 16A NAME AND TITLE OF SIGNER (Type or print) | tha document referenced in Item 9 A of 1 | - | The state of the s | - | | | |
| Non-Cost MA | W. | | NAME AND THIE OF CONTRACTING OF LLY Minturn | FIGER (| Me or burn | | |
| ISU CONTRACTORIOFECTION | 15C, DATE SIGNED | | UNITED STATES OF AMERICA | | 160 | DATE SIGNE | D |
| Ustin Soldier Jours | aly 1/25/1 | 7 | Kelly Miles | | | 1/26/17 | 7 |
| HSN 7540-01-152-0070 Previous edition unusable | | / | 1921 ag | Present | rd form 3 ca by GSA CFR) \$3 24: | 0 (REV. 10-83) | |

 CONTINUATION SHEET
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 OF

 HSHQWA-16-C-00001/P00004
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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

| TEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|---|--|----------|-----|-------------------|--------|
| | | (C) | (D) | (E) | (F) |
| (A) E a a s s c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t t c c c a a s s t c c c c a a s s t c c c c a a s s t c c c c a a s s t c c c c a a s s t c c c c c c c c c c c c c c c c c | B. As a result of this modification, the total amount of this order is decreased by \$50.00 from \$18,625.00 to \$18,575.00, which is the new ceiling value of this order. The total obligated amount for this order is hereby decreased by \$50.00 from \$45,805.00 to \$45,755.00, which is the new obligated value of this order. C. Period of Performance: 10/01/2016 through 09/30/2017. D. There are no other changes as a result of this modification. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2016 to 09/30/2017 Change Item 0003 to read as follows(amount shown is the total amount): Radio Communications Service Transactions (OVERAGES) To be funded as needed Additional CO Invoice Approving Officials: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @nd.dhs.gov Dolor Alegrado, 253-876-6813, dolor.e.alegrado@nd.dhs.gov Kelly Minturn, 253-876-6844, kelly.m.minturn@nd.dhs.gov Karl Johnson, 253-876-6836, karl.h.johnson@nd.dhs.gov | (C) | LO | UNIT PRICE (E) | (F) |

Hannah, Julie (WSP)

From:

Grothe, Katelin B <katelin.b.grothe@hq.dhs.gov>

Sent:

Thursday, January 26, 2017 3:11 PM

To:

FPS Reg 10 Budget Office; Hannah, Julie (WSP)

Cc:

Schramm, Sandy D; Capogna, Timothy; Hamilton, David J; Domingo, Cheryl J; WCCG

SPOE DISTRO; Rosengard, Pearl A (CTR); Portz, Michelle R (CTR); Minturn, Kelly M

Subject:

HSHQWA-16-C-00001 P00004 Distribution

Attachments:

HSHQWA-16-C-00001 P00004 Distribution.pdf

Good Afternoon,

Please find attached subject modification (bi-lateral) which have already been certified by you, the contractor, and the Contracting Officer. No action required for Paragon, this is for your files. This transmission shall be considered the official transmission of these documents.

If you have any questions and/or concerns with respect to this transmission or the information contained within, feel free to contact me.

Thank you,

Katelin B Grothe

Contract Specialist, WCCG Federal Protective Service National Protection and Programs Directorate

Office: 253-876-6829 Fax: 253-876-6874

Please note: My office hours are Monday- Thursday 5:30am-4:00pm

| | ATION OF CONTRACT | 1. CONTRACT ID CODE PAGE OF PAGES |
|---|---|--|
| AMENDMENT OF SOLICITATION/MODIFICA | ATION OF CONTRACT | 1 3 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) |
| P00005 | See Block 16C | See Schedule |
| 5. ISSUED BY CODE | OPO/FPS/WEST CCG/ | 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/WEST CCG/F |
| NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Secur Federal Protective Service Office of Procurement Operat 400 15th Street SW | rity | NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Katelin Grothe Auburn WA 98001 |
| Auburn WA 98001 | | 9A. AMENDMENT OF SOLICITATION NO. |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., stree NASHINGTON STATE PATROL Attn: WASHINGTON STATE PATRO BUDGET AND FISCAL SERVICES PO BOX 42602 DLYMPIA WA 985042602 | | 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001 10B. DATED (SEE ITEM 13) |
| CODE 8088838540000 | FACILITY CODE | 09/10/2015 |
| CODE 8088838540000 | | ES TO AMENDMENTS OF SOLICITATIONS |
| virtue of this amendment you desire to change an of reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If re See Schedule 13. THIS ITEM ONLY APPLIES TO CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A. | fer already submitted, such change d is received prior to the opening he quired) MODIFICATION OF CONTRACTS/C | ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. |
| X appropriation date, etc.) SET FOR X C. THIS SUPPLEMENTAL AGREEME | | EFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, HE AUTHORITY OF FAR 43.103(b). |
| D. OTHER (Specify type of modification | n and authority) | |
| E. IMPORTANT: Contractor X is not. | is required to sign this docum | ment and return copies to the issuing office. |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION Requisition 192117R10ADMP01 COR: Cheryl J. Domingo, 253 CO: Karl Johnson, 283-876-6 | 26 -876-6824, cheryl | |
| Radio Dispatch Services fro | | |
| A. The purpose of this modi 1002. | fication is to co | orrect lines of accounting for CLINS 1001 and |
| Continued | | |
| Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | the document referenced in Item 9 | 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karl H., Johnson |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIG | Kal 26/2017 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) STANDARD FORM 30 (REV. 10-83) |
| NSN 7540-01-152-8070 | | I MINDAND FUNIT SU (NEV. 10-03) |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 ONTINUATION SHEET
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 OF

 HSHQWA-16-C-00001/P00005
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| TEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|------------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | B. This is a \$0.00 action. As a result of this modification, the total amount of this remains unchanged at \$45,755.00. | | | | |
| | C. Period of Performance: 10/01/2016 through 09/30/2017. | | | | |
| | D. There are no other changes as a result of this modification. | | | | |
| | DO/DPAS Rating: NONE Discount Terms: | | | | |
| | Net 30 FOB: Destination | | | | |
| | Period of Performance: 10/01/2016 to 09/30/2017 | | | | |
| | Change Item 1001 to read as follows(amount shown is the total amount): | | | | |
| | ********* | | | | |
| | Option Year 1: | | | | |
| | 10/01/2016 - 09/30/2017 | | | | |
| | ******* | | | | |
| 01 | Access User Fee | | | | 4,665. |
| | Requisition No: 192117PTE0091P0027, 192117R10ADMP0126 | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-20-05-00 GE-25-14-00 000000 | | | | |
| | Funded: \$0.00 Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 | | | | |
| | Funded: -\$3,600.00 | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$3,600.00 | | | | |
| | Change Item 1002 to read as follows(amount shown | | | | |
| | is the total amount): | | | | |
| 02 | Radio Communications Service Transactions | | | | 4,800. |
| | Requisition No: 192117PTE0091P0027, 192117R10ADMP0126 | | | | |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 | | | | |
| | Continued | | | | |
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| 40-01-152- | 9067 | | 11 | | |



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| CONTINUATION SHEET | HSHQWA-16-C-00001/P00005 | 3 | 3 | |

| EM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
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| (A) | (B) | (C) | (D) | (E) | (F) |
| | 19-10-2140-10-10-00-00 GE-25-14-00 000000 | | | | |
| | Funded: -\$4,800.00 | | 1 | | |
| | Accounting Info: | | | l l | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 | | | l l | |
| | Funded: \$4,800.00 | | | | |
| | Additional CO Invoice Approving Officials: | | | | |
| | Jennifer Sinkiewicz, 253-876-6828, jennifer.j. | | | | |
| | sinkiewicz @hq.dhs.gov | | | - 1 | |
| | Dolor Alegrado, 253-876-6813, | | | 1 | |
| | dolor.e.alegrado@hq.dhs.gov | | | 1 | |
| | Kelly Minturn, 253-876-6844, | | | | |
| | kelly.m.minturn@hq.dhs.gov | | 1 1 | | |
| | Karl Johnson, 253-876-6836, | | | 1 | |
| | karl.h.johnson@hq.dhs.gov | | | | |
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| AMENDMENT OF SOLICI | TATION/MODIFICA | ATION OF CO | NTRACT | | CONTRACT ID CODE | | PAGE OF PAGES |
|--|--|---|--|-------------------|--|---------------|---------------------------|
| 2. AMENDMENT/MODIFICATION | NO. | 3. EFFECTIVE | DATE | New Assetting | UISITION/PURCHASE REQ. NO. | 5. PR | OJECT NO. (If applicable) |
| P00006 | | | | See | Schedule | | |
| 6. ISSUED BY | CODE | OPO/FPS/ | WEST CCG/ | 7. ADI | MINISTERED BY (If other than Item 6) | CODE | OPO/FPS/WEST CCG/F |
| NPPD/FPS/West CC | G/Region 10 | | | NPP | D/FPS/West CCG/Region | 10 | |
| U.S. Dept. of Homeland Security | | | | U.S | . Dept. of Homeland Se | curit | У |
| Federal Protective Service | | | | Ofc | of Procurement Operat | ions | - FPS |
| Office of Procur | ement Operat | ions | | 400 | 15th Street SW | | |
| 400 15th Street | SW | | | Att | n: Rachel Kalac | | |
| Auburn WA 98001 | | | | 0.000 | urn WA 98001 | | |
| 8. NAME AND ADDRESS OF CO WASHINGTON STATE | | , county, State and | ZIP Code) | (x) ^{9A} | AMENDMENT OF SOLICITATION NO. | | |
| Attn: WASHINGTON | | L | | 9B | DATED (SEE ITEM 11) | | |
| BUDGET AND FISCAL | | | | | | | |
| PO BOX 42602 | 0211112020 | | | | | | |
| OLYMPIA WA 985042 | 602 | | | x 10. | A. MODIFICATION OF CONTRACT/ORDER SHQWA-16-C-00001 | NO. | |
| | | | | | SENSON PRODUCT SENSONS | | |
| | | | | 10 | B. DATED (SEE ITEM 13) | | |
| CODE 90999395400 | 0.0 | FACILITY COD | E | 1 10 | 9/10/2015 | | |
| S0888385400 | 00 | Taron and and a second | | | | | |
| The above numbered solicitati | | - CONT 170 | | | MENTS OF SOLICITATIONS | - 70 | is not extended. |
| THE PLACE DESIGNATED F | OR THE RECEIPT OF (desire to change an offe d this amendment, and | OFFERS PRIOR er already submitt is received prior | TO THE HOUR AND D. ed , such change may b | ATE SPE | AILURE OF YOUR ACKNOWLEDGEMENT ECIFIED MAY RESULT IN REJECTION OF Y by telegram or letter, provided each telegrar ecified | OUR OF | FER If by |
| See Schedule | | | | | | | |
| B. THE ABOVE appropriation | NUMBERED CONTRA date, etc.) SET FORTH | CT/ORDER IS MO H IN ITEM 14, PL | | THE AD | SES SET FORTH IN ITEM 14 ARE MADE IN MINISTRATIVE CHANGES (such as change of FAR 43.103(b). | | |
| D OTHER (See | cify type of modification | and authority) | | | | | |
| 124-46-4010-210-210-4019-4019- | | | nd the Term | of t | the Contract | | |
| X FAR 52.2 | | | | | | | |
| E. IMPORTANT: Contractor | 10000000000 | Table 1 | o sign this document ar | | | | te |
| Requisition 1921 | 18R10ADMP003 | 1 | | | solicitation/contract subject matter where fea | sible.) | |
| COR: Cheryl J. Do | DANAMAS AND STREET | | | | | | |
| CO: Karl Johnson | , 283-876-68 | 36, karl | .h.johnson@h | iq.dh | s.gov | | |
| CS: Rachel Kalac | , 253-876-68 | 38, rach | el.d.kalac@h | q.dh | s.gov | | |
| | | | | | | | |
| Radio Dispatch S | ervices from | the Was | hington Stat | e Pa | trol | | |
| AND THE PROPERTY OF THE PROPER | | | | | exercise Option Year 7-9, Option to Extend | | |
| Contract. | | | | | | | |
| Continued | | | | | | | |
| Except as provided herein, all te | rms and conditions of t | he document refe | renced in Item 9 A or 1 | OA, as h | eretofore changed, remains unchanged and | in full force | ce and effect. |
| 15A. NAME AND TITLE OF SIG | | | | | NAME AND TITLE OF CONTRACTING OF | | |
| | | | | Ka | rl H., Johnson | | |
| 15B. CONTRACTOR/OFFEROR | 3 | | 15C. DATE SIGNED | 16B | UNITED STATES OF AMERICA | | 16C. DATE SIGNED |
| (Street in all | authorized to size) | | | _ | (Signature of Contracting Officer) | | - 7/19/14 |
| (Signature of person | authorized to sign) | | | | (Signature or Contracting Officer) | CTAND | ADD EODM 30 (BEV 40 83) |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001/P00006

PAGE 2 OF 3

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|--------------|---|-----------------|-------------|-------------------|---------------|
| | B. CLINs 2001, 2002, and 2003 are hereby in effect. | | | | |
| | C. As a result of this modification, the total amount of this order is increased from \$18,575.00 by \$9,650.00 to \$28,225.00. The total value of this order is hereby increased from \$45,755.00 by \$590.00 to \$46,345.00. \$46,345.00 represents the new ceiling value for this order. | | | | |
| | D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. | | | | |
| | E. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2017 to 09/30/2018 Change Item 2001 to read as follows (amount shown is the total amount): *********************************** | | | | |
| 2001 | Access User Fee Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 | 4 | EA | 1,200.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Continued | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQWA-16-C-00001/P00006

PAGE OF 3

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Funded: \$0.00 \$4,800.00 (Subject to Availability of Funds) Change Item 2002 to read as follows(amount shown is the total amount): | | | | |
| 2002 | Radio Communications Service Transactions Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 | 12 | МО | 400.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$0.00 \$4,800.00 (Subject to Availability of Funds) | | | | |
| | Change Item 2003 to read as follows(amount shown is the total amount): | | | | |
| 2003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 | 1 | LO | 50.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$0.00 \$50.00 (Subject to Availability of Funds) The following Contracting Officers are authorized to approve invoices under this Task Order: | | | | |
| | Jennifer Sinkiewicz: Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@hq.dhs.gov, 253-876-6842 Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, 253-876-6844 | | | | |
| | Karl Johnson: Karl.H.Johnson@hq.dhs.gov, 253-876-6836 Gil Olivas: Gilbert.Olivas@hq.dhs.gov, 303-236-7931 x261 Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, 253-876-6813 | | | | |
| | | | | | |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAG | | | PAGE OF | | | | |
|--|--|--|--|--|---|--|-------|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4 REC | UISITION/PURCHASE REQ. NO. | 5 DD | 1 OJECT NO | (If applicable) | |
| P00007 | See Block 16C | and the bearing | 18R10ADMP0031.1 | J. F.K | OJECT NO. | (II applicable) | |
| 6. ISSUED BY CODE | OPO/FPS/WEST CCG/ | 7. ADI | MINISTERED BY (If other than Item 6) | CODE | IOPO/ | FPS/WEST | CCG/F |
| NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Secur Federal Protective Service Office of Procurement Operat 400 15th Street SW Auburn WA 98001 | ity | U.S Ofc 400 Att: | D/FPS/West CCG/Region 1 . Dept. of Homeland Sec of Procurement Operati 15th Street SW n: Rachel Kalac urn WA 98001 | urit | У | 113/ WEST | ccg/r |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | los | AMENDMENT OF SOLICITATION NO. | | | STATE OF THE PARTY | 157 |
| WASHINGTON STATE PATROL Attn: WASHINGTON STATE PATRO BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602 | CONTRACTOR OF STREET ON MACHINETING TO PRO- | 9B. | DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NOT NOT NOT NOT NOT NOT NOT NOT NOT NOT | 0. | | | |
| CODE 8088838540000 | FACILITY CODE | - | 9/10/2015 | | | | |
| | 11. THIS ITEM ONLY APPLIES TO | 1000 | 2-3/10/2018 (S02003) | | | | |
| Offers must acknowledge receipt of this amendment p Items 8 and 15, and returning cop separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offe reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If requi | pies of the amendment; (b) By acknowle to the solicitation and amendment num DFFERS PRIOR TO THE HOUR AND D r already submitted, such change may s received prior to the opening hour and | edging red bers. FA ATE SPE be made d date spe | eipt of this amendment on each copy of the off ILLURE OF YOUR ACKNOWLEDGEMENT TO CIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram o acified. | fer subr BE RE UR OFF or letter | nitted; or (c CEIVED AT FER If by |) By | -0 |
| See Schedule | Ne | t Inc | rease: | , 65 | 0.00 | | |
| | T/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AUT IS ENTERED INTO PURSUANT TO A | THE ADI | ES SET FORTH IN ITEM 14 ARE MADE IN THE MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b). | | | | |
| E. IMPORTANT: Contractor is not. | is required to sign this document ar | nd satura | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Requisition 192118R10ADMP003) COR: Cheryl J. Domingo, 253-6 | Organized by UCF section headings, in $1\cdot 1$ | cluding s | olicitation/contract subject matter where feasib | | | | |
| CO: Karl Johnson, 283-876-68: CS: Rachel Kalac, 253-876-68: | 36, karl.h.johnson@h | q.dh | s.gov | | | | |
| Radio Dispatch Services from | the Washington Stat | e Pat | trol | | | | |
| A. The purpose of this unilar accounting applicable to CLIN modification removes the Subscontinued Except as provided herein, all terms and conditions of the 15A NAME AND TITLE OF SIGNER (Type or print) | Ns 2001 - 2003 of Opject to Availability | otion of I OA, as her | Year 2. Additionally, Funds (SAF) language incretofore changed, remains unchanged and in for NAME AND TITLE OF CONTRACTING OFFICE | thi corp | s orated and effect. | l into | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | 1 H. Johnson JUNE DE STATES DE AMERICA | | 160 | DATE SIGNED | 17 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | | (Sign two of Contracting Officer) | ANDAF | RD FORM 3 | 0 (REV. 10-83) | 7 |

Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53.243

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001/P00007
 PAGE OF 2
 3

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | THE REAL PROPERTY. | UNIT PRICE | AMOUNT |
|----------|--|----------|--------------------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | modification P00006. B. As a result of this modification, the total amount of this order remains unchanged at \$28,225.00. The total value of this order also remains the same at \$46,345.00. \$28, 225.00 represents the total amount of this contract while \$46,345.00 represents the ceiling value for this order. C. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2017 to 09/30/2018 | | | | |
| | Change Item 2001 to read as follows (amount shown is the total amount): ****************************** Option Year 2 10/01/2017 - 09/30/2018 | | | | |
| 2001 | Access User Fee Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS | 4 | EA | 1,200.00 | 4,800. |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$4,800.00 Change Item 2002 to read as follows(amount shown | | | | |
| 002 | is the total amount): Radio Communications Service Transactions Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS | 12 | MO | 400.00 | 4,800 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$4,800.00 Continued | | | | |

| CONTINUATION SUEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
|--------------------|---|------|----|---|
| CONTINUATION SHEET | HSHQWA-16-C-00001/P00007 | 3 | | 3 |

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|----------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Change Item 2003 to read as follows (amount shown | | | | |
| | is the total amount): | | | | |
| 2003 | Radio Communications Service Transactions | - | | | |
| 2000 | (OVERAGES) | 1 | LO | 50.00 | 50. |
| | To be funded as needed | | | | |
| | Product/Service Code: 5810 | | | 1 | |
| | Product/Service Description: COMMUNICATIONS | | | | |
| | SECURITY EQUIPMENT AND COMPONENTS | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-10-00-00 GE-25-14-00 000000 | | | | |
| | Funded: \$50.00 | 1 | | 1 | |
| | The following Contracting Officers are authorized | | | | |
| | to approve invoices under this Task Order: | | | | |
| | Jennifer Sinkiewicz: | | | | |
| | Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 | | | | |
| | Paul Metzger: Paul.Metzger@hq.dhs.gov, | | | | |
| | 253-876-6842 | | | 1 | |
| | Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, | | | | |
| | 253-876-6844 | | | | |
| | Karl Johnson: Karl.H.Johnson@hq.dhs.gov, 253-876-6836 | | | | |
| | Gil Olivas: Gilbert.Olivas@hq.dhs.gov, | | | | |
| | 303-236-7931 x261 | | | | |
| | Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, | | | | |
| | 253-876-6813 | | | | |
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| AMENDMENT OF SOLICITATION/MODIFICA | ATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF PAGES | | |
|--|--|---|--|--------------------------------|---|--|--|
| | | 1 | | _ | 1 3 | | |
| 2 AMENDMENT/MODIFICATION NO | 3. EFFECTIVE DATE | | UISITION/PURCHASE REQ NO. 19R10ADMP0031 | 5 PR | OJECT NO. (If applicable) | | |
| P00008 6 ISSUED BY CODE | 10/01/2018 OPO/FPS/WEST CCG/ | | | CODI | 5 lane (man (man ago (s | | |
| 6 ISSUED BY CODE NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Secur | 7. ADMINISTERED BY (Hother than Hom 6) CODE OPO/FPS/WEST CCG/F NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security | | | | | | |
| Federal Protective Service | | | of Procurement Operati | ons | - FPS | | |
| Office of Procurement Operat | ions | | 15th Street SW | | | | |
| 400 15th Street SW Auburn WA 98001 | | | n: Rachel Kalac urn WA 98001 | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street | county, State and ZIP Code) | | AMENDMENT OF SOLICITATION NO. | | | | |
| WASHINGTON STATE PATROL | | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | | | | | |
| Attn: WASHINGTON STATE PATROL | L * | 9B. | DATED (SEE ITEM 11) | | | | |
| BUDGET AND FISCAL SERVICES PO BOX 42602 | | | | | | | |
| OLYMPIA WA 985042602 | | x 10/ | MODIFICATION OF CONTRACT/ORDER N | 10. | | | |
| OBTTA NA 903042002 | | " | mymr 10 C 00001 | | | | |
| | | 108 | 3 DATED (SEE ITEM 13) | | | | |
| CODE 8088838540000 | FACILITY CODE | 0 | 9/10/2015 | | | | |
| | 11. THIS ITEM ONLY APPLIES TO | AMENDA | MENTS OF SOLICITATIONS | | | | |
| Offers must acknowledge receipt of this amendment plans 8 and 15, and returning copseparate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF civitue of this amendment you desire to change an offer reference to the solicitation and this amendment, and 12 ACCOUNTING AND APPROPRIATION DATA (If required to the solicitation and the same desired to the solicitation and this amendment, and 12 ACCOUNTING AND APPROPRIATION DATA (If required to the solicitation and this amendment, and the same desired to the solicitation and this amendment.) | pies of the amendment; (b) By acknowle to the solicitation and amendment numi DEFERS PRIOR TO THE HOUR AND D or already submitted; such change may less received prior to the opening hour and | odging red abors FA DATE SPE be made l | eipt of this amendment on each copy of the on MLURE OF YOUR ACKNOWLEDGEMENT TO CIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram | offer sub O BE RE OUR OF | mitted , or (c) By ECEIVED AT FER II by | | |
| | ODIFICATION OF CONTRACTS/ORDER | RS. IT MO | DDIFIES THE CONTRACT/ORDER NO. AS DI | ESCRIB | ED IN ITEM 14 | | |
| | | | | | | | |
| A THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A | PURSUANT TO (Specify authority) THE | E CHANG | SES SET FORTH IN ITEM 14 ARE MADE IN | THE CO | ONTRACT | | |
| B THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH | CT/ORDER IS MODIFIED TO REFLECT HIN ITEM 14, PURSUANT TO THE AUT | T THE ADI THORITY | MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b) | in payi | ng office, | | |
| C. THIS SUPPLEMENTAL AGREEMEN | T IS ENTERED INTO PURSUANT TO A | AUTHORI | TY OF: | | | | |
| D. OTHER (Specify type of modification | and authority) | | | | | | |
| X FAR 52.217-9, Option | to Extend the Term | of t | he Contract | | | | |
| E. IMPORTANT: Contractor X is not. | is required to sign this document an | nd return | copies to the issuir | ng office |). | | |
| 14 DESCRIPTION OF AMENDMENT/MODIFICATION Requisition 192119R10ADMP003 | | ncluding s | olicitation/contract subject matter where feas | ible.) | | | |
| COR: Cheryl J. Domingo, 253- | 876-6824, cheryl.j.c | domin | go@hq.dhs.gov | | | | |
| CO: Karl Johnson, 283-876-68 | 36, karl.h.johnson@h | hq.dh | s.gov | | | | |
| CS: Rachel Kalac, 253-876-68 | 38, rachel.d.kalac@h | hq.dh | s.gov | | | | |
| Radio Dispatch Services from | the Washington Stat | te Pa | trol | | | | |
| A. The purpose of this unila 10/01/2018 - 09/30/2019 in a | | | | | | | |
| Contract. | cooldance with tan a | 56,41 | oberon to pyceud (| 1116 | reim or the | | |
| Continued | | | | | | | |
| Except as provided herein, all terms and conditions of the | ne document referenced in Item 9 A or 1 | IOA, as he | rétofore changed, remains unchanged and in | full force | ce and effect. | | |
| 15A NAME AND TITLE OF SIGNER (Type or print) | M'MED | | NAME AND TITLE OF CONTRACTING OFF | ICER (| Type or print) | | |
| 15B CONTRACTOR/OFFEROR | 15C DATE SIGNED | | UNITED STATES OF AMERICA | <u> </u> | 16C DATE SIGNED | | |
| NSN 7540-01-152-8070 Provious edition unusable | 14/1/18 | 5 | | | ARD FORM 30 (REV 10-83) ed by GSA | | |

| WSP | Contract | #K1 | 1294-8 |
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|--------------------|--|--|--|---|
| | REFERENCE NO OF DOCUMENT BEING CONTINUED | | PAGE 0 | F |
| CONTINUATION SHEET | HSHQWA-16-C-00001/P00008 | | 2 | 3 |

| (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | דואט (D) | UNIT PRICE | AMOUNT (F) |
|------|---|-----------------|--------------------|------------|---------------|
| | B. CLINs 3001, 3002, and 3003 are hereby in effect. | | | | |
| , | C. As a result of this modification, the total amount of this order is increased from \$28,225.00 by \$10,250.00 to \$38,475.00. The total value of this order is hereby increased from \$46,345.00 by \$1,190.00 to \$47,535.00. \$47,535.00 represents the new ceiling value for this order. | | | * | |
| * * | D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. | | | | |
| | E. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 Change Item 3001 to read as follows(amount shown is the total amount): | | | | |
| 3001 | 10/01/2018 - 09/30/2019 | 1 | LO | 4,800.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$0.00 \$4,800.00 (Subject to Availability of Funds) | | | | |
| | Change 1tem 3002 to read as follows(amount shown Continued | | | , | |
| | | | | | |

 CONTINUATION SHEET
 REFERENCE NO OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001/P00008
 PAGE 3
 OF 3

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|----------|--|----------|---------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | is the total amount): | | | - | |
| 3002 | Radio Communications Service Transactions | 1, | LO | 5,400.00 | 0.0 |
| | First 150 Calls | | $ \ $ | | |
| | Accounting Info: | | | * | |
| | FPS0005 P05 PN 10-14-20-000 | | Ш | * | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$0.00 | | Ш | | |
| | \$5,400.00 (Subject to Availability of Funds) | | Ш | 1 | |
| | Change Item 3003 to read as follows(amount shown | | | 1 | |
| | is the total amount): | | | | * |
| 003 | Radio Communications Service Transactions | 1 | EA | 50.00 | 0.0 |
| 003 | (OVERAGES) | 1 | EA | 30.00 | 0.0 |
| | To be funded as needed | | | | |
| | Accounting Info: | | | | |
| | FPS0005 P05 PN 10-14-20-000 | | Ш | | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 | | | | |
| | Funded: \$0.00 \$50.00 (Subject to Availability of Funds) | | П | | |
| | The following Contracting Officers are authorized | | 7 | -1 | |
| | to approve invoices under this Task Order: | | | | |
| | Jennifer Sinkiewicz: | | | | |
| | Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 | | | | |
| | Paul Metzger: Paul.Metzger@hq.dhs.gov, | | Н | | |
| | 253-876-6842 Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, | | | | |
| | 253-876-6844 | | | | |
| | Karl Johnson: Karl.H.Johnson@hq.dhs.gov, | | | i | |
| | 253-876-6836 Gil Olivas: Gilbert.Olivas@hq.dhs.gov, | - | | | |
| | 303-236-7931 x261 | | | | |
| | Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, 253-876-6813 | | | | |
| | 253-876-6813 | | | 1 | |
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| ********** | THE OF COLICITATION MODIFIC | ATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF | PAGES | |
|--|---|--|-------------------------------------|--|---|--|-----------------|-------|
| AMENDME | ENT OF SOLICITATION/MODIFICA | ATION OF CONTRACT | | | | . 1 | 3 | |
| 2. AMENDME | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 1000 100000 | QUISITION/PURCHASE REQ. NO. | 5. PF | ROJECT NO | (If applicable) | |
| P00009 6 ISSUED BY | 0005 | See Block 16C | | 119R10ADMP0031.1 MINISTERED BY (If other than Item 6) | COD | e I | | /- |
| NPPD/FP U.S. De Federal Office | CODE 25/West CCG/Region 10 25/West CCG/Region 10 25/Protective Service 25/Procurement Operat 25/Procurement Operat 26/Procurement Operat 27/Procurement Operat 28/Procurement Operat | - | NPP U.S Ofc 400 | D/FPS/West CCG/Region 1 Dept. of Homeland Sec of Procurement Operation 15th Street SW n: Rachel Kalac | curit | ty | FPS/WEST | CCG/F |
| | WA 98001 | | | urn WA 98001 | | | | • |
| | ADDRESS OF CONTRACTOR (No. street | county, State and ZIP Code) | | A AMENDMENT OF SOLICITATION NO. | | | | |
| Attn: WA BUDGET A PO BOX | TON STATE PATROL ASHINGTON STATE PATRO AND FISCAL SERVICES 42602 WA 985042602 | L | × H | B DATED (SEE ITEM 11) A MODIFICATION OF CONTRACT/ORDER IS SHOWA-16-C-00001 | NO | | | |
| CODE BO | 088838540000 | FACILITY CODE | | 09/10/2015 | | | | |
| | 700030340000 | 11. THIS ITEM ONLY APPLIES TO | | | | | | |
| separate let THE PLACI virtue of this reference to | d 15, and returning cop- etter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C is amendment you desire to change an offe to the solicitation and this amendment, and ITING AND APPROPRIATION DATA (If required) | pies of the amendment, (b) By acknowled to the solicitation and amendment num DFFERS PRIOR TO THE HOUR AND Dear already submitted, such change may is received prior to the opening hour an | bers F. OATE SP be made d date sp | | offer sub D BE RE DUR OF or letter | emitted; or (ECEIVED AT FER If by | c) By | |
| See Sch | | ODISICATION OF CONTRACTS/ORDS | DC IT I | ODIFIES THE CONTRACT/ORDER NO. AS D | ESCRIB | EDINITEN | 11 | |
| | 13. THIS HEM ONLY APPLIES TO M | ODIFICATION OF CONTRACTS/ORDE | K5. II M | ODIFIES THE CONTRACTIONDER NO. AS D | ESCRIB | SEDINITEM | 114. | |
| CHECK ONE | A THIS CHANGE ORDER IS ISSUED F ORDER NO IN ITEM 10A | PURSUANT TO (Specify authority) TH | E CHAN | GES SET FORTH IN ITEM 14 ARE MADE IN | THE CO | ONTRACT | | |
| x | B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN | | | OMINISTRATIVE CHANGES (such as changes Y OF FAR 43.103(b) | in payi | ing office, | * | Y |
| - | D. OTHER (Specify type of modification | and authority) | | - A | | | | |
| E. IMPORTAN | YT: Contractor Sis not. | is required to sign this document a | nd return | copies to the issui | ng office | 0. | | |
| Requisi | tion of AMENDMENTMODIFICATION tion 192119R10ADMP003 | 1.1 | | solicitation/contract subject matter where feas ngo@hq.dhs.gov | ible.) | | | |
| | 1 Johnson, 283-876-68 hel Kalac, 253-876-68 | | | | | | | |
| Radio D | ispatch Services from | the Washington Sta | te Pa | atrol | | | | |
| 1. Admi | 001, 3002, and 3003 | | | o: Licable to the FY19 obl | igat | ion fo | r | |
| | ovided herein, all terms and conditions of the AND TITLE OF SIGNER (Type or print) | ne document referenced in Item 9 A or 1 | | eretofore changed, remains unchanged and in NAME_AND TITLE OF CONTRACTING OFF | | | | |
| .1 | DOBERT MAN | (100 | Ka | rl H. Johnson | | | | |
| 15B. CONTR | Usef Share of Machinetica to sign | 15C DATE SIGNED | 16B | UNITED STATES OF AMERICA | | 16 | C. DATE SIGNED | 18 |
| NSN 7545-01 Previous editi | 1-152-8070 | / / //0 | | | Prescrib | ARD FORM ed by GSA CFR) 53.24 | 30 (REV. 10-83) | · · |

| | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|--------------------|---|------|----|
| CONTINUATION SHEET | HSHQWA-16-C-00001/P00009 | 2 | 3 |

| TEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|---------|---|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | 2. Remove the "Subject to Availability of Funds" (SAF) statement | | | | |
| | B. The Period of Performance (POP) remains unchanged and is 10/01/2018 -09/30/2019. | | П | | |
| | C. As a result of this modification, the total obligated amount of this order is increased from \$28,225.00 by \$10,250.00 to \$38,475.00. The total value of this order, to include the base and all option periods, remains the same and is \$47,535.00. \$47,535.00 represents the new ceiling value for this order. | | | | |
| | D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. DO/DPAS Rating: NONE | | | • | |
| | Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 | - | × | | |
| | Change Item 3001 to read as follows(amount shown is the total amount): | | | | |
| | ***** | | Ш | | |
| | Option Year 3 10/01/2018 - 09/30/2019 ************************************ | | | 4 | |
| 001 | Access User Fee | 1 | LO | 4,800.00 | 4,800. |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$4,800.00 | | | | |
| | Change Item 3002 to read as follows(amount shown is the total amount): | | | | |
| 002 | Radio Communications Service Transactions First 150 Calls | 1 | LO | 5,400.00 | 5,400. |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$5,400.00 | | | | |
| | Change Item 3003 to read as follows(amount shown Continued | | | - | |
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|---------------------|---|------|----|--|
| CONTINUATION SHEET | HSHQWA-16-C-00001/P00009 | 3 | 3 | |

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | TNUOMA |
|----------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | is the total amount): | | | | |
| 3003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed | 1 | EA | 50.00 | 50.0 |
| | Accounting Info: | | | | , |
| | FPS0005 P05 PN 10-14-20-000 | | | | |
| | 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: \$50.00 | | * | | |
| | The following Contracting Officers are authorized to approve invoices under this Task Order: | | | , | |
| | Jennifer Sinkiewicz: | * | | | |
| | Jennifer.J.Sinkiewicz@ice.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@ice.dhs.gov, 253-876-6842 | - | | | - |
| | Kelly Minturn: Kelly.M.Minturn@ice.dhs.gov, 253-876-6844 | | | | * |
| | Karl Johnson: Karl.H.Johnson@ice.dhs.gov, 253-876-6836 | | | - | |
| | Gil Olivas: Gilbert.Olivas@ice.dhs.gov, 303-236-7931 x261 | | | | |
| 1 | Dolor Alegrado: Dolor.E.Alegrado@ice.dhs.gov, 253-876-6813 | | | | |
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| | | WSP Contract No. K11294 | | | | |
|---|--|--|--|--|--|--|
| WASHINGTON STATE PAT | WINDS CARRIED FOR A COMMENT OF THE RESIDENCE OF THE RESID | | K11294 | | | |
| PROFESSIONAL SERVICE CONTRACT - | - SHORT FORM | Other Contract No. | | | | |
| Communications Divis | sion | HSHQWA-16-C-00001 | | | | |
| Radio Communications Ac | greement | | D: 8 | | | |
| This Contract is between the State of | The state of the s | ashington State | Patrol and the Contractor identified | | | |
| below, and is governed by chapter 39.2 | | | THE SECURITION CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR SECURITIONS OF SECURITION CONTRACTOR CON | | | |
| CONTRACTOR NAME | | Contractor Doing E | Business As (DBA) | | | |
| DHS/Federal Protective Service | | | · · | | | |
| Contractor Address | | Statewide Vendor I | Registration Number | | | |
| SAME SAME AND A SECOND OF SAME | a | 8 | registration Number | | | |
| 400 15th St SW, Auburn, WA 9800 | 1 | SWV00 | <u> </u> | | | |
| Contact Name | e · | Contact Telephone 253-876-6836 | | | | |
| Karl H. Johnson, Contracting Of | | TREADER OF BUILDING | | | | |
| Contact Fax | 2 1 | Contact E-mail Add | | | | |
| | L | The same of the sa | neng.una.gov | | | |
| u u | WSP Contact | | | | | |
| WSP Project Manager Name and Title | | WSP Project Man | ager Address | | | |
| Mr. Mark Layhew | | PO Box 42602 | | | | |
| Communications Division Administr | ator | Olympia WA 98504-2602 | | | | |
| Telephone | Fax | E-mail Address | | | | |
| (360) 704-2280 | (360) 704-2287 | | mark.layhew@wsp.wa.gov | | | |
| WSP Administrative Contact Name and Tit | le | WSP Administrative Contact Address | | | | |
| Ms. Julie Hannah | | PO Box 42602 | | | | |
| Contracts Specialist | | Olympia, WA 98 | | | | |
| Telephone | Fax | E-mail Address | | | | |
| (360) 596-4063 | (360) 596-4077 | | julie.hannah@wsp.wa.gov | | | |
| 5 | | y v | | | | |
| Contract Start Date Co | ntract End Date | | Contract Maximum Amount | | | |
| 07/04/2045X 10/01/2015 06 | 130/2017x (09/ | 30/2020 | See Statement of Work (SOW) | | | |
| ATTACHMENTS. When the boxes below: | are marked with a | n X, the following E | xhibits are attached to and incorporated | | | |
| into this Contract by reference: | | | | | | |
| | | | | | | |
| This Contract, including the attached Te | | | | | | |
| contains all of the terms and conditions ag | | | | | | |
| otherwise, regarding the subject matter of | | | | | | |
| below warrant that they have read and und | | The same of the sa | | | | |
| FOR THE WASHINGTON STATE PATRO | | FOR THE CONT | | | | |
| WSP Signature | Date | Contractor Signa | ture Date | | | |
| Sum 200 | _ 3/23/cs | Karl H | 09/10/2015 | | | |
| Printed Name and Title | 1 | Printed Name an | d Title | | | |
| John R. Batiste, Chief | | Karl H. Johnson, Contracting Officer | | | | |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 10/16/2014

Simon Tee, Grants and Contracts Manager

WSP Professional Service Contract-Radio Dispatch - LCB K10775

Attachment C Inter-agency Agreement

Date: 09/10/15

Inter-agency Agreement

Agency Head Name (printed):

Agency Head Signature:

Must be completed by agencies who:

A. Provide criminal justice services to another agency.

| B. Receive criminal jus | tice services from another agency. |
|---|--|
| An inter-agency agreement of an agency must be in place. | lescribing the criminal justice services provided and/or received by |
| Agency Providing Service: _ | |
| Agency Receiving Service: | DHS, Federal Protective Service (FPS), Region 10 |
| Services Provided (check all | that apply): |
| Parties who enter into this ag ACCESS/WACIC/NCIC man must be current and approve | Gun transfers/Concealed Pistol Licenses (CPLs) Use of regional management system Terminal connection to ACCESS Information Technology (IT) services Information Technology (IT) serv |
| Termination of Agreement This agreement shall remain written notice to the criminal | in effect unless terminated by either agency upon thirty (30) days justice agency, and the contractor. The agency terminating the y notify the WSP ACCESS Section within the thirty (30) days. |
| gency Providing criminal Justice Service(s): | WSP |
| PRI: | WAWSP1000 - WAWSP8000 |
| gency Head Name (printed): | JOHN R. BATISTE, CHIEF |
| Agency Head Signature: | Date: 9/33/18 |
| gency Receiving criminal Justice Service(s): | DHS, Federal Protective Service (FPS) Region 10 |
| 95/9559 | × × |

Karl H. Johnson, Contracting Officer

WSP CONTRACT #K11294

| | OCCUPAN | | R FOR COMME | | | QUISITION NUI | | 20027 | PAGE | 20 | |
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| 2 CONTRACT NO HSHQWA-1 | | TO COMPLETE BL | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | 3.04 | | 00011 | 5. SOLICITATION NUM | BER | | 6. SOLICITATIO |
| | SOLICITATION RMATION CALL: | a NAME Karl J | ohnson | | × - | . TELEPHONE (253) 87 | | | s) 8. OFFE | R DUE DATE | /LOCAL TIME |
| 9 ISSUED BY | | 7,51,52,51 | | PO/FPS/WEST | 10. THIS ACQU | | | NRESTRICTED OR | SETASI | DE | % FOR: |
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| OFFEROR | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | CODE | | - 1 | | | | | MEED | - FO-KEG |
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| 17b, CHECK IF | - | ERENT AND PUT SUC | | h * | 18b. SUBMIT IS CHE | CKED [| SEE ADI | DENDUM | UNLESS BLOC | | A. |
| DATES AND DESCRIPTION OF THE PARTY OF | - | SCHEE | 1 ADDRESS IN OFFER 20. ULE OF SUPPLIES/SE | W | | | SEE ADI | | UNLESS BLOC | 2- | 4. UNT |
| 175, CHECK IF | 192116PTE0 COR: Cherycheryl.j.d CO: Karl H karl.h.joh A. The Wa provide ra Protective | SCHET 091P0027 1 Domingo, omingo@hq Johnson, nson@hq.dh . shington & dio dispat | 253-876-6 dhs.gov 253-876-6 s.gov State Patro | 827, 836, 1 (WSP) shares for Federaters in accordance | IS CHE | 21. | SEE ADI | DENDUM 23. | UNLESS BLOC | 2- | |
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STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212

| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES | S/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PE | RICE | 24. AMOUNT |
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| (A) | with the at | ttached Statement | of Wo | rk. | | | 88 | | | CONTRACTOR DESCRIPTION OF THE PARTY OF THE P |
| | | 12 | | | | 2 | | | | |
| | B. The Cor | ntract Period of P | erfor | mance is a E | Base | | ļ | | | |
| | Year plus f | four (4) one year | optio | n years as | | | | V I | | |
| | follows: | | | | | | | į | | |
| | | | | | | | | | | |
| | Period of B | Performance: | | | | | | | × | |
| | Base Year: | 10/01/2015 - | 09/3 | 0/2016 | | iv II | | | | |
| | Option Year | r 1: 10/01/2016 - | 09/3 | 0/2017 | | | | | | |
| | Option Year | r 2: 10/01/2017 - | 09/3 | 0/2018 | | | | | | |
| | Option Year | r 3: 10/01/2018 - | 09/3 | 0/2019 | | | | 13 | | |
| | Option Year | r 4: 10/01/2019 - | 09/3 | 0/2020 | | | | | | |
| | | | | | | | R | in in | | |
| | C. Pricing | is subject to cha | nge i | n accordance | 3 | | | | | |
| | with the Co | ommunications Rate | Stud | y as prepare | ed | 6. | | | | |
| | and approve | ed by the Washingt | on St | ate Patrol, | | | | | | |
| | Budget and | Fiscal Services. | | | | | | | | |
| | | | | | | | | | | |
| | D. Total A | Amount and Funding | Obli | gation: The | | | | r. | | |
| | total amour | nt funded is \$9,11 | 0.00 | (SAF) and th | ne | | | | | |
| | total ceili | ing amount of this | cont | ract is | | | | * | | 8 |
| | \$45,350.00. | āJ. | | \$ | | | | | | 8/ |
| | | | 3 | | | | | | | |
| | E. Funds a | are not presently | avail | able for thi | İs | | | | | |
| | contract. 7 | The Government's c | bliga | tion under t | his | | | | | |
| | contract is | s contingent upon | the a | vailability | of | | | | | φ. |
| | appropriate | ed funds from whic | h pay | ment for | | | | | | |
| 4 | contract pu | urposes can be mad | e. No | legal liabi | ilit | У | | | | |
| | on the part | t of the Governmen | t for | any payment | : ma | У | | | | |
| | Continued . | *(***) | | | | | | | | |
| 32a. QUANTIT | Y IN COLUMN 21 HAS | BEEN | | | | | | | | |
| RECEIV | ED INSI | PECTED ACCEPTE | O, AND CC | NFORMS TO THE CO | NTRAC | T, EXCEPT AS | NOTE | D; | | |
| 32b. SIGNATUI | RE OF AUTHORIZED | GOVERNMENT REPRESENTATIV | E | 32c. DATE | 32d. F | PRINTED NAME | AND T | TITLE OF AUTH | ORIZED GO | OVERNMENT REPRESENTATIVE |
| 220 MAILING A | ADDRESS OF AUTHOR | RIZED GOVERNMENT REPRESEI | ITATINE | | 22f T | ELEBRONE NIT | MDED | OE ALITHODIZ | ED COVED | NMENT REPRESENTATIVE |
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| PARTIAL | FINAL | N | | | | COMPLETE | Ц | PARTIAL [| FINAL | |
| 38. S/R ACCOU | JNT NUMBER | 39, S/R VOUCHER NUMBER | 40. PAID I | BY | | | | | 10 | |
| 41a, I CERTIFY | THIS ACCOUNT IS C | L CORRECT AND PROPER FOR PAY | MENT | | 428 | a. RECEIVED B | Y (Prin | t) | | × × × |
| 41b. SIGNATUI | RE AND TITLE OF CE | RTIFYING OFFICER | 4 | 1c. DATE | _ | | | 700 CO. I. | | |
| | | | | | 42 | b. RECEIVED A | (Loca | ation) | | |
| | | | | | 420 | DATE REC'D | YY/MI | MDD) | 42d. TOTA | LCONTAINERS |
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CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001 PAGE OF 3 20

| TEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-----|-------------------|------------|
| | arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. | | | * | 9 |
| | DO/DPAS Rating: NONE Period of Performance: 10/01/2015 to 09/30/2020 | | | € | |
| | ************************************** | | | | * · |
| 0001 | Access User Fee | 12 | MO | 355.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: \$0.00 \$4,260.00 (Subject to Availability of Funds) | 1/2 | | ۰ | |
| 0002 | Radio Communications Service Transactions | 12 | MO | 400.00 | 0.00 |
| | Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: \$0.00 \$4,800.00 (Subject to Availability of Funds) | 11 | | | a a |
| 0003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed | 1 | LO | 50.00 | 0.00 |
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| 1001 | Access User Fee Continued | 12 | MO | 355.00 | 0.00 |
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| | | | | | 50 |

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 20

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL

| TEM NO. | SUPPLIES/SERVICES (B) | | QUANTITY (C) | UNIT (D) | UNIT PRICE | AMOUNT (F) | |
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| . To and the control of | Amount: \$4,260.00(Option Line Item) | O. | | | | THE STATE OF | |
| .002 | Radio Communications Service Transactions Amount: \$4,800.00(Option Line Item) | 5 | . 12 | МО | 400.00 | | 0.00 |
| .003 | Radio Communications Service Transactions | | 1 | LO | 0.00 | | 0.00 |
| | (OVERAGES) To be funded as needed | | | | 1 | | |
| | Amount: \$0.00(Option Line Item) | | | | 22 | | |
| | **** | | | | | 19C | |
| | Option Year 2 10/01/2017 - 09/30/2018 ******** | | | | 3 " A | | |
| 001 | Access User Fee Amount: \$4,260.00(Option Line Item) | | 12 | MO | 355.00 | | 0.00 |
| 2002 | Radio Communications Service Transactions Amount: \$4,800.00(Option Line Item) | | 12 | МО | 400.00 | | 0.00 |
| 1002 | | | | | 0.00 | | 0 0 |
| .003 | Radio Communications Service Transactions (OVERAGES) To be funded as needed Amount: \$0.00 (Option Line Item) | 980 II | 1 | LO | 0.00 | | 0.00 |
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| 001 | a secondario de la constitución | | 10 | | | | |
| 3001 | Access User Fee Amount: \$4,260.00(Option Line Item) | | 12 | MO | 355.00 | | 0.00 |
| 3002 | Radio Communications Service Transactions Amount: \$4,800.00(Option Line Item) | | 12 | MO | 400.00 | | 0.00 |
| 3003 | Radio Communications Service Transactions | 2 | 1 | LO | 0.00 | | 0.00 |
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NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL

| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | 55 FEET - F. D. 100 FEET / 1 | AMOUNT (F) |
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| | Option Year 4 | | | | |
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| 4001 | Access User Fee | 12 | MO | 355.00 | 0.00 |
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| 4002 | Radio Communications Service Transactions | 12 | МО | 400.00 | 0.00 |
| | Amount: \$4,800.00(Option Line Item) | | | | |
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| 4003 | Radio Communications Service Transactions | _ 1 | LO | 0.00 | 0.00 |
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| | To be funded as needed | | | | |
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| ts | * | | | | |
| | *************** | * | | | |
| 59 | Additional CO Invoice Approving Officials: | | | • | |
| | CO: Jennifer Goss, 253-876-6828, jennifer.j.goss@hq.dhs.gov | | | | |
| | CO: Dolor Alegrado, 253-876-6813, | 120 | | | |
| | dolor.e.alegrado@hq.dhs.gov | ш | | | |
| | CO: Gilbert Olivas, (303)236-7931 X-261, | | | | |
| | Gilbert.Olivas@hq.dhs.gov CO: Jeannie Hoffman, 253-876-6831, | | | | 84 |
| | jeannie.m.hoffman@hq.dhs.gov | [24] | | | |
| | CO: Nan Space, 253-876-6853, | | | 5 | |
| | nan.space@hq.dhs.gov | X7 | | | |
| | CO: Kelly Minturn, 253-876-6844, | | | | |
| | kelly.m.minturn@hq.dhs.gov | | | | |
| | The total amount of award: \$45,350.00. The | | | | |
| | obligation for this award is shown in box 26. | | | | |
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Radio Dispatch Services Washington State Patrol

Statement of Work

- 1. Washington State Patrol (WSP) maintains an emergency communications system within the State of Washington.
 - a. <u>Description of Service</u>. WSP shall provide radio dispatch services on assigned radio frequencies to the Federal Protective Services (FPS). FPS shall use WSP communications procedures when accessing the WSP communications system.
 - b. WSP will provide criminal justice information (CJI) responses from the A Central Computerized Enforcement Service System (ACCESS) provided that FPS is authorized to receive this information. FPS must submit a complete application to the WSP ACCESS Section and be approved by WSP and the FBI as a criminal justice agency or criminal justice sub-unit. If FPS is not approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, the WSP will not provide any CJI responses from ACCESS to FPS. The WSP will not make National Crime Information Center (NCIC) or Washington Crime Information Center (WACIC) entries on behalf of FPSs.
 - c. WSP, at its discretion, may also provide radio repair, installation and removal services as requested by FPS.
 - d. <u>Training</u>. WSP shall provide required initial training on radio dispatching to FPS's system users prior to their initial use of the system, and annual sustainment training to FPS's system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and FPS.
 - e. If FPS is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of FPS's personnel who request and receive CJI from ACCESS, must complete Basic Security Awareness Training once every two (2) years. WSP must set up and maintain FPS's personnel Basic Security Awareness Training through the "CJIS Online" Criminal Justice Information Services application.
 - f. If FPS is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of FPS's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for future audit verification.

g. Fees for Services.

(1) <u>Dispatch Services</u>: FPS shall reimburse WSP at a flat rate of \$400 per month that includes no additional charges for the first 150 transactions made through WSP radio dispatch. WSP shall charge \$3.06 for each additional transaction over the 150 transactions per month up to 4,999 transactions. If FPS makes 5,000 or more transactions for any month through WSP radio dispatch, they will be given a 10% discount and WSP

shall charge \$2.75 for each additional transaction over the first 150 transactions per month limit for that month.

- (2) <u>Data Requests</u>: The WSP will charge FPS a single transaction for each data request received for data not associated with an existing radio generated transaction and WSP will create a CAD record of the data request.
- (3) <u>Training Services</u>: FPS shall reimburse WSP for actual costs for providing training to FPS users under this Agreement. Actual costs are:
 - Salary and benefits for actual hours worked by WSP instructors;
 - Reimbursement for instructor vehicle mileage at current WSP rates;
 - Indirect costs calculated against direct costs charged to FPS under this Agreement at WSP's current approved indirect rate.
- (4) <u>Radio Repair/Installation/Removal</u>: For radio installation, removal and repair services FPS shall reimburse WSP for:
 - \$61.50 per hour for regular time; or \$88.45 for overtime for services provided.
 - The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at FPS locations, plus indirect costs at WSP's current approved indirect rate.
- h. <u>Reports</u>. WSP shall provide to FPS a monthly report of the number of FPS transactions made through the WSP radio dispatch system by FPS employees.
- 2. Provide list of user name and unique identification number. FPS shall be responsible for providing the WSP CAD Administrator with a current list of radio user names and unique identification numbers during the months of January and July each year of the agreement. New user names and unique numbers shall be provided by FPS to the WSP CAD Administrator as soon as practical for activation in the system. (Unique numbers for Washington State employees are their DOP numbers. The CAD Administrator will issue unique numbers for non-Washington State employees.)
- 3. **Payment for Services.** WSP shall bill FPS monthly in accordance with this Agreement. WSP shall send billings to FPS billing address identified on Page 11 of this Agreement. FPS shall reimburse WSP within 30 days of receipt of billing from WSP.
- 4. Fees. FPS shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in the Statement of Work.
- 5. Advance Payments Prohibited. WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by FPS pursuant to this Contract.
- 6. **Assignment.** FPS may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.

- 7. Compliance with Civil Rights Laws. During the period of performance for this Contract, FPS shall comply with all federal and state nondiscrimination laws.
- 8. Confidentiality. FPS shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract.
- 9. Contract Execution and Amendments. This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and FPS may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and FPS.
- 10. **FPS Certification Regarding Ethics.** FPS certifies that FPS is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.
- 11. **Data Security.** FPS, if authorized, shall only request CJI for the administration of criminal justice. FPS must safeguard all CJI and maintain all copies in a secure environment. CJI must only be retained for as long as it is considered useful for an open investigation.
- 12. **Debarment Certification.** FPS, by signature to this Contract, certifies that FPS is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). FPS also agrees to include the above requirements in any and all Subcontracts into which it enters. FPS shall immediately notify WSP if, during the term of this Contract, FPS becomes Debarred. WSP may immediately terminate this Contract by providing FPS written notice if FPS becomes Debarred during the term hereof.
- 13. **Disputes.** In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. FPS shall appoint a member to the Dispute Board. The Chief of WSP and FPS shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Contract.
- 14. Filing Requirement. This Contract may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) business days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.
- 15. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

- 16. **Indemnification.** FPS shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. FPS expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to FPS's performance or failure to perform this Contract. FPS shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of FPS.
- 17. **Independent Capacity.** FPS acknowledges that FPS is an independent FPS, and not an officer, employee or agent of WSP or the State of Washington. FPS shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. FPS shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of FPS or FPS's employees unless otherwise specified in this Contract.
- 18. Inspection; Maintenance of Records. During the term of this Contract and for one year following termination or expiration of this Contract, FPS shall give reasonable access to FPS's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting FPS's place of business and its records, and monitoring, auditing and evaluating FPS's performance and compliance with applicable laws, regulations, rules and this Contract. During the term of this Contract and for six years following termination or expiration of this Contract, FPS shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate FPS's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document FPS's invoices to WSP and all expenditures made by FPS to perform as required by this Contract.
- 19. **Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.
- 20. **Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
- 21. Savings. In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to FPS. This termination shall be effective on the date specified in the notice of termination.

- 22. Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.
- 23. Site Security. While on WSP's premises, FPS shall conform in all respects with physical, fire or other security regulations communicated to FPS by WSP.
- 24. **Statewide Vendor Payment Registration.** FPS is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.
- 25. **Subcontracting**. FPS shall not subcontract any of the services provided under this Contract unless so specified in this Contract.
- 26. **Termination.** WSP may terminate the Contract by providing written notice to FPS. Termination shall be effective as of the date specified in the notice of termination. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination.
- 27. Waiver. A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

SUBMISSION OF INVOICES

- 1. After award of this contract, but prior to performance, the contractor shall meet with the Contracting Officer and Contracting Officer's Representative upon request to discuss proper invoice preparation and submission. The contractor and government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4 Contract Terms and Conditions Commercial Items, Paragraph (g) "Invoice." Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.
- 2. Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following three methods:
- a. By mail: NPPD-FPS-Region 10

DHS, NPPD Financial Operations-Burlington P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Region 10 Invoice

- b. By facsimile (fax): #802-288-7658.
- c. By e-mail: NPPDInvoice.Consolidation@ice.dhs.gov

The invoice number and FPS Region 10 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the email shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

- 3. Contractors shall provide an informational copy of each invoice to the Contracting Officer at karl.h.johnson@hq.dhs.gov and cheryl.j.domingo@hq.dhs.gov concurrent with submission to the designated billing office referenced above.
- 4. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions Commercial Items, (May 2015), the contractor shall include the following information:
- a. Annotate "FPS Region 10" on the face of each invoice
- b. Clearly identify the date the services were delivered and the final inspection signed off on by the Government.
- c. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.

5. Contractors shall submit only one invoice per contract or order per month. Failure to comply with these submission requirements will result in rejection of the invoice.

CONTRACT CLAUSES

52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015) (IAW FAR 12.301(b)(4))

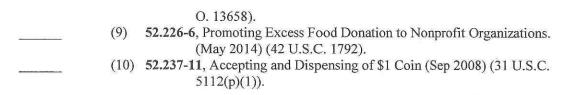
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).
- (2) 52.233-3, Protest After Award (Aug 1996)(31 U.S.C 3553).
- (3) **52.233-4**, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| [Contracting | Officer c | heck as appropriate.] |
|--|-----------|--|
| <u> </u> | (1) | 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep |
| | | 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C |
| | | 2402). |
| Walter and the State of the Sta | (2) | 52.203-13 , Contractor Code of Business Ethics and Conduct (Apr 2010) |
| | | (41 U.S.C. 3509). |
| | (3) | 52.203-15, Whistleblower Protections Under the American Recovery and |
| | | Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. |
| | | 111-5). (Applies to contracts funded by the American Recovery |
| | | and Reinvestment Act of 2009.) |
| 2 | (4) | 52.204-10, Reporting Executive Compensation and First-Tier Subcontrac |
| | | Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| | (5) | [Reserved] |
| | (6) | 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. |
| | | 111-117, section 743 of Div. C). |
| 000 & | (7) | 52.204-15, Service Contract Reporting Requirements for |
| | | Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, |
| | | section 743 of Div. C). |
| X | (8) | 52.209-6, Protecting the Government's Interest When Subcontracting |
| | | with Contractors Debarred, Suspended, or Proposed for |
| | | Debarment (Aug 2013) (31 U.S.C. 6101 note). |
| Çin. | (9) | 52.209-9, Updates of Publicly Available Information Regarding |
| | | Responsibility Matters (Jul 2013) (41 U.S.C. 2313). |
| 2/02/02/02 | (10) | [Reserved] |
| | (11) | (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov |
| | | 2011)(15 U.S.C. 657a). |
| | (11) | (ii) Alternate I (Nov 2011) of 52.219-3. |
| | (12) | (i) 52.219-4 Notice of Price Evaluation Preference for HUBZone Small |

| | | Business Concerns (Oct 2014) (if the offeror elects to waive the |
|---|----------|--|
| | | preference, it shall so indicate in its offer)(15 U.S.C. 657a). |
| ************************************** | (12) | (ii) Alternate I (Jan 2011) of 52.219-4. |
| | (13) | [Reserved] |
| | (14) | (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011)(15 |
| 3 | .C3. 969 | U.S.C. 644). |
| > | (14) | (ii) Alternate I (Nov 2011). |
| er es | (14) | (iii) Alternate II (Nov 2011). |
| | (15) | (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 |
| 2 | | U.S.C. 644). |
| | (15) | (ii) Alternate I (Oct 1995) of 52.219-7. |
| | (15) | (iii) Alternate II (Mar 2004) of 52.219-7. |
| 3.000000000000000000000000000000000000 | (16) | 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. |
| are so with comman | | 637(d)(2) and (3)). |
| | (17) | (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014)(15 U.S.C. |
| | | 637(d)(4)). |
| | (17) | (ii) Alternate I (Oct 2001) of 52.219-9. |
| 2 | (17) | (iii) Alternate II (Oct 2001) of 52.219-9. |
| * | (17) | (iv) Alternate III (Oct 2014) of 52.219-9. |
| 1000 1000 1000 1000 1000 1000 1000 100 | (18) | 52.219-13 , Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| 32 | (19) | 52.219-14 , Limitations on Subcontracting (Nov 2011)(15 U.S.C. |
| | | 637(a)(14)). |
| | (20) | 52.219-16 , Liquidated Damages—Subcontracting Plan (Jan 1999) (15 |
| | () | U.S.C. 637(d)(4)(F)(i)). |
| 26 | (21) | 52.219-27 , Notice of Total Service-Disabled Veteran-Owned Small |
| ***** | 72 | Business Set-Aside (Nov 2011)(15 U.S.C. 657 f). |
| | (22) | 52.219-28 , Post Award Small Business Program Rerepresentation (Jul |
| 10 | () | 2013) (15 U.S.C. 632(a)(2)). |
| | (23) | 52.219-29 , Notice of Set-Aside for Economically Disadvantaged |
| | (25) | Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) |
| | 0 | (1 U.S.C. 637(m)). |
| | (24) | 52.219-30, Notice of Set-Aside for Women-Owned Small Business |
| | (2.) | (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) |
| | | (15 U.S.C. 637(m)). |
| <u>X</u> | (25) | 52.222-3 , Convict Labor (June 2003)(E.O. 11755). |
| | (26) | 52.222-19 , Child Labor—Cooperation with Authorities and Remedies |
| N | (20) | (Jan 2014)(E.O. 13126). |
| X | (27) | 52.222-21 , Prohibition of Segregated Facilities (Apr 2015). |
| X | (28) | 52.222-26 , Equal Opportunity (Apr 2015)(E.O. 11246). |
| | (29) | 52.222-26 , Equal Opportunity (Apr 2013)(E.G. 11240). 52.222-35 , Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212). |
| X | (30) | 52.222-36, Equal Opportunity For Workers with Disabilities (Jul |
| | (20) | 2014)(29 U.S.C. 793). |
| | (31) | 52.222-37, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212). |
| *************************************** | (32) | 52.222-37, Employment Reports on Veterans (Jul 2014)(38 O.S.C. 4212). |
| | | |

| | | relations Act (Dec 2010) E.O. 13496). |
|---|------|---|
| X | (33) | (i) 52.222-50 , Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). |
| 8 000 - | (33) | (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). |
| N ewson and the second of the | (34) | 52.222-54 , Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially |
| | | available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| 100 | (35) | (i) 52.223-9 , Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available |
| | | off-the-shelf items.) |
| n Property Control | (35) | (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available |
| | 65 | off-the-shelf items.) |
| | (36) | (i) 52.223-13 , Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). |
| | (36) | (ii) Alternate I (Jun 2014) of 52.223-13. |
| | (37) | (i) 52.223-14 , Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). |
| 20 | (37) | (ii) Alternate I (Jun 2014) of 52.223-14. |
| - | (38) | 52.223-15 , Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b). |
| | (39) | (i) 52.223-16 , Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514). |
| A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1 | (39) | (ii) Alternate I (Jun 2014) of 52.223-16. |
| _X | (40) | 52.223-18 , Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)(E.O.13513). |
| £ | (41) | 52.225-1, Buy AmericanSupplies (May 2014)(41 U.S.C. chapter 83). |
| | (42) | (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act |
| | 25 | (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 |
| 10 M | | U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. |
| 8 | | L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, |
| | | 109-283, 110-138, 112-41, 112-42, and 112-43). |
| | (42) | (ii) Alternate I (May 2014) of 52.225-3. |
| ************************************** | (42) | (iii) Alternate II (May 2014) of 52.225-3. |
| | (42) | (iv) Alternate III (May 2014) of 52.225-3. |
| | (43) | 52.225-5 , Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| X | (44) | 52.225-13 , Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury). |
| | (15) | 52 225 26 Contractors Derforming Private Security Functions Outside |

| | | National Defense Authorization Act for Fiscal Year 2008; 10 |
|--|-------------|---|
| | | U.S.C. 2302 Note). |
| 60 | (46) | 52.226-4 , Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150). |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | (47) | 52.226-5 , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150). |
| | (48) | 52.232-29 , Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| - | (49) | 52.232-30 , Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| _X | (50) | 52.232-33 , Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)(31.U.S.C. 3332). |
| Secondarial | (51) | 52.232-34 , Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)(31.U.S.C. 3332). |
| | (52) | 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| 3 1 | (53) | 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a). |
| | (54) | (i) 52.247-64 , Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| | (54) | (ii) Alternate I (Apr 2003) of 52.247-64. |
| of commerci | | o implement provisions of law or Executive orders applicable to acquisitions |
| [Contracting | G Officer o | check as appropriate.] |
| | (1) | 52.222-17 , Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). |
| 12.000 (12.000 | (2) | 52.222-41 , Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). |
| | (3) | 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| \(\) | (4) | 52.222-43, Fair Labor Standards Act and Service Contract Labor StandardsPrice Adjustment (Multiple Year and Option Contracts) (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| | (5) | 52.222-44 , Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| | (6). | 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67). |
| | (7) | 52.222-53 , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67). |
| | (8) | 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E |



- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
 - (ii) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vii) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (ix) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (xi) _____ (A) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

- (xv) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658). (xvi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.
- (xviii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADDENDUM TO CLAUSE 52.212-4

52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (IAW FAR 12.301(b)(3))

52.217-8

OPTION TO EXTEND SERVICES (NOV 1999)

(IAW FAR 17.208(f))

The Contracting Officer may exercise the option by written notice to the Contractor within <u>15 Calendar</u> days.

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (IAW FAR 17.208(g))

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>30</u> days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Regulations URLs: (Click on the appropriate regulation.) http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm

PROMPT PAYMENT (JUL 2013) (IAW FAR 32.908(c))

- (a) Invoice payments—
 - (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
 - (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 20th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

DISSEMINATION OF CONTRACT INFORMATION (DEC 2003) (IAW HSARFARS 3042.202-70)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (Feb 1995)

- (a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 written notice of
 - (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and
 - (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in

accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

- (b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.
- (c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.
- (d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of Clause)

Auth ID: TON102

Contact Name: WASHINGTON STATE PATROL

Expiration Date: 12/31/2046

Use Code: 806

FS-2700-10b (V.01/2014) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE COMMUNICATIONS USE LEASE AUTHORITY: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

WASHINGTON STATE PATROL of 2803 156TH AVE SE BELLEVUE, WA UNITED STATES 98007.

THIS LEASE, dated this day of January, 2017 by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and WASHINGTON STATE PATROL, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the OKANOGAN-WENATCHEE NATIONAL FOREST wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of OKANOGAN State of WASHINGTON, NW1/4SW1/4 Sec. 8, T. 35 N., R. 29 E., WILLAMETTE MERIDIAN (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a minor communications facility. Authorized facilities under this lease include:

Equipment shelter(s): 10' x 20' prefabricated concrete structure.

Antenna support structure(s): 8' x 8' x 30' metal with 20' mast

Ancillary structure(s): 12' 6" x 11' 6" generator building and 6' x 7' pad for a fuel cell generator.



Winter access to the communications site from mid-October to mid-June is by snow cat, snowmobile, and/or walking.

The location of the property is shown generally on the site management plan and/or map dated 4/30/2013 the Code 30(d) Communications Site, which is attached and made part hereof as Exhibit A.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2046. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

- B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A operation shall commence on upon execution of this lease. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.
- C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.
- D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date. C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date

the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

- A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.
- B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.
- C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
- D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.
- E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.
- F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

- A. The Lessee assumes all risk of loss to the authorized improvements.
- B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.
- C. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- D. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.
- F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

- A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.
- B. Revocation, Termination and Suspension.

- 1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.
- "Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.
- "Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.
- "Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.
- 2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year.
- 3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.
- 4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.
- 5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 214, or revisions thereto.
- 6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.
- 7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:
- a. Administrative offset of payments due the holder from the Forest Service.
- b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become

the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

- C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.
- D. Reservations. This lease is granted subject to the following reservations by the United States:
- 1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
- 2. The right to modify the communications site plan as deemed necessary.
- 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
- 4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

| ACCEPTED this | 19 | _day of _ | January | , 2017 I | Simon | Tee | ₩ | , the |
|------------------|---------|-----------|--------------|---------------|-----------------|------------|-------|-------|
| undersigned have | read, u | naerstana | and accepvin | e terms and c | onaitions of th | iis lease. | | |
| Lessee | | | | | | | | |

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

MATTHEW P. REIDY, DISTRICT RANGER

Forest Service

Department of Agriculture

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The



valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

| AMENDMENT OF SOLICITATION/MODI | FICATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF PAGES |
|---|---|-------------|--|--------------|--------------------------------|
| | 3. EFFECTIVE DATE | 14.00 | QUISITION/PURCHASE REQ. NO. | le no | 1 3 ROJECT NO, (if applicable) |
| 2. AMENDMENT/MODIFICATION NO. | | 841 | | 5. FA | OJEGT NO. (II applicable) |
| 0002 6. ISSUED BY CC | 10/01/2017 DDE 05G2 | | MINISTERED BY (If other than Item 6) | CODE | |
| OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW OLYMPIA WA 98512-5623 | 0302 | | 123 | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., | street, county, State and ZIP Code) | (x) 9A | AMENDMENT OF SOLICITATION NO, | | |
| WASHINGTON STATE PATROL - | | | 5. | | |
| ATTN JULIE HANNAH 360 596 BUDGET AND FISCAL SERVICES PO BOX 42602 | | | , DATED (SEE ITEM 11) | | 1 |
| L500033791 DLYMPIA WA 98504-2602 | | x 10 A | A MODIFICATION OF CONTRACT/ORDE S-05G2-P-17-0005 | R NO. | |
| MIMIN NA 30304-2002 | | 10 | B. DATED (SEE ITEM 13) | | |
| CODE 1500033791# | FACILITY CODE | | 2/13/2017 | | |
| 10000007511 | 11. THIS ITEM ONLY APPLIES 1 | | | | |
| virtue of this amendment you desire to change an reference to the solicitation and this amendment, 12. ACCOUNTING AND APPROPRIATION DATA (IFFS00.ZZ1360NFLE0617 | and is received prior to the opening hour required) 2.2540 | and date sp | | | |
| CHECK ONE A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A | ED PURSUANT TO: (Specify authority) T | HE CHANG | ES SET FORTH IN ITEM 14 ARE MADE | N THE CON | ITRACT |
| | | | MINISTRATIVE CHANGES (such as chang OF FAR 43.103(b). | | |
| C. THIS SUPPLEMENTAL AGREEN | ENT IS ENTERED INTO PURSUANT TO | DAUTHORI | TY OF: | | |
| D. OTHER (Specify type of modifica | tion and authority) | | | | |
| X FAR 52.212-4(c) EX | TENSION OF PERFORMAN | CE PER | IOD | | |
| IMPORTANT: Contractor is no | . X is required to sign this document | and return | 1 copies to the iss | uing office. | * |
| 14 DESCRIPTION OF AMENDMENT/MODIFICATION NO. 02 EXTENDED REMAINING FUNDING. NO OTHE | S PERFORMANCE PERIOD | | | | NCLUDES |
| ISTORY: | | | | | |
| MODIFICATION NO. 01 EXTENS | ION OF PERFORMANCE PE | ERIOD 7 | THROUGH SEPTEMBER 30, | 2018 | (NO FUNDING |
| NCLUDED IN MODIFICATION 0: | No. 10 NO. 100 CONTRACTOR STATE | | | | |
| | | | LAW ENFORCEMENT AND IN | WESTIC | GATIONS, |
| Y2017 (REMAINDER) Washing | ton State Patrol Radi | o Com | nunications | | |
| 8 | | | | | |
| Continued | | | | | |
| Except as provided herein, all terms and conditions of | of the document referenced in Item 9 A or | | | | |
| 5A. NAME AND TITLE OF SIGNER (Type or print) | | | IAME AND TITLE OF CONTRACTING OF | FIRER (Typ | or print) |
| 15B, CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | NITED STATES OF AMERICA | To 1 | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | | A Just of Hyacting Sticker | | 11/3/2/2017 |
| NSN 7540-01-152-8070 | | - | | | D FORM 30 (REV. 10-83) |
| Previous edition unusable | | | 1/ | Prescribed | by GoA |

| CONTINU | JATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-17-0005/0002 | | | | PAGE OF 2 3 |
|----------|---|-----------------|-------------|-------------------|---------------|
| | EROR OR CONTRACTOR PON STATE PATROL - 8088838540000 | | | | |
| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
| | Payment: INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0617 BOC: 2540 FOB: Destination Period of Performance: 02/01/2017 to 09/30/2018 Change Item 001 to read as follows (amount shown | | | | 10 9a/ |
| | is the obligated amount): MODIFICATION NO.02 UPDATES THE PERFORMANCE PERIOD EXTENSION THROUGH SEPTEMBER 30, 2018, SUBMITTED VIA MODIFICATION NO. 01, TO INCLUDE THE REMAINING FUNDING. NO OTHER CHANGES. | * | | | |
| 001 | Washington State Patrol Radio Communications Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS | * | | | . 0.0 |
| | This purchase order obligates funds for radio communications services amongst USFS and other law enforcement entities per Washington State Patrol (WSP) Agreement No. C1140410GSC, as updated and extended, for the periods of February 1, 2017 through September 30, 2017 - AND COMPLETES THE PERFORMANCE PERIOD EXTENSION THROUGH SEPTEMBER 30, 2018 VIA MODIFICATION NO. 02. | | | | |
| | The geographical area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | , | |
| | Per agreement, the rates for Agreement No. C140410GSC have been updated per the most recent vendor rate study; these rates are shown below and are accepted as presented. | | | | 3 |
| | Per adjustment rates in effect as of July 1, 2015, WSP shall provide covered services. A) Radio Dispatch; at a flat rate (Minimum | | | | . * |
| | Continued | | | | |
| 3. | | | | | |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-17-0005/0002
 PAGE OF 3
 OF 3

NAME OF OFFEROR OR CONTRACTOR

| EM NO. | SUPPLIES/SERVICES | QUANTIT | | UNIT PRICE | AMOUNT |
|--------|--|---------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | Service Charge, MSC) of \$400 per month that | | | | |
| | includes the first 150 calls/transactions. | | 1 1 | | |
| | | | 1 1 | | |
| | B) Additional calls (from Call #151 up to and | | 1 1 | | |
| | including 4,999 call per month) shall be billed | | 1 1 | | |
| | at \$3.06 per call (the first 150 are billed at | | 1 1 | | |
| | \$400.00; as in A). | | 1 1 | | |
| | | | 1 1 | | |
| | C) For monthly total calls/transaction at 5,000 | | | | |
| | or more, all calls from 151st call shall be | | 1 1 | | |
| | representing a 10% discount. | | 1 1 | | |
| | | 1 | 1 1 | | |
| | D) Communication training: includes actual | | 1 1 | | |
| | salaries/benefits, mileage and indirect costs, | | 1 1 | | |
| | i.e. fully burdened rates. The billable code is | | 1 1 | | |
| | for communication division training services only | 1 | 1 1 | | |
| | at: \$61.50 per hour regular time and overtime at | | | | |
| | \$88.45 per hour. Each of these rates are fully | | | 1 | |
| | burdened. | | | | |
| | The other services described at D) under this | 1 | | 6 | |
| | agreement includes training of new USFS law | | | | , |
| | enforcement officers and shall be provided as | | 1 1 | | |
| | | | | | |
| | necessary and invoiced separately. | | 1 1 | | |
| | The total obligated amount is an estimate; only | | 1 1 | | |
| | actual and customary charges will be involved and | | 1 1 | | |
| | paid, as defined and described in the rate | | 1 1 | | |
| | schedules above. The purchase order will be | | 1 1 | 1 | |
| | modified as necessary during the performance | | 1 1 | | |
| | | | 1 1 | 1 | |
| | period. | | 1 1 | | |
| | Payment will be made monthly, following | - | 1 1 | | |
| | completion of the work, inspection and acceptance | | 1 1 | | |
| | of the completed work by the Government's | | 1 1 | 1 | |
| | technical representative and submittal of monthly | | | 1 | |
| | invoice via the US Treasury's IPP system. | | 1 1 | | |
| | The state of the s | | | | |
| | All invoices are to be submitted via the | | | | |
| | electronic Invoicing Processing Platform, (IPP). | | 1 1 | 1 | |
| | This is a mandatory requirement initiated by the | | 1 1 | 1 | |
| | U.S. Department of Treasury and you can find more | 100 | | 1 | |
| | information at this website. www.ipp.gov. | | 1 1 | | * |
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| AMENDMI | ENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | - | 1. CONTRACT ID CODE | | PAGE C | F PAGES | |
|---|--|--|--|--|----------------------------------|---------------------------------------|------------------------|---------------|
| 2. AMENDME | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQ | JISITION/PURCHASE REQ. NO. | ls pe | OJECT N | O. (If applicable) | |
| 0003 | | 05/11/2018 | | Schedule | | | o. (ii oppiidatio) | |
| 6. ISSUED B | Y CODE | 05G2 | 7. ADN | IINISTERED BY (If other than Item 6) | COD | E | | |
| • the college of the | C NATIONAL FOREST LACK LAKE BLVD SW STE | Δ | | | | L | | |
| | DAN JOHNSON 360 956 24 | | | | | | | |
| | 956 2252 | | | | | | | |
| OLYMPIA | A WA 98512-5623 | | | | | | | |
| 8. NAME AND | DADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | (x) ^{9A.} | AMENDMENT OF SOLICITATION NO. | | | - | |
| | TON STATE PATROL - 808 | | | D. T. T. T. T. T. T. T. T. T. T. T. T. T. | | | | |
| | LIE HANNAH 360 596 40 AND FISCAL SERVICES | 063 | 98. | DATED (SEE ITEM 11) | | | | |
| PO BOX | | | | | | | | |
| 1500033 | | | x AG | . MODIFICATION OF CONTRACT/ORDER -05G2-P-17-0005 | NO. | | | |
| OLYMPIA | WA 98504-2602 | <u>.</u> | | | | | | |
| | | | 10B | DATED (SEE ITEM 13) | | | | |
| CODE 15 | 500033791# | FACILITY CODE | 02 | 2/13/2017 | | | | |
| | | 11. THIS ITEM ONLY APPLIES TO | AMENDME | ENTS OF SOLICITATIONS | | - | | |
| Offers must Items 8 and separate le THE PLAC virtue of this | numbered solicitation is amended as set fot acknowledge receipt of this amendment p d 15, and returning copter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C s amendment you desire to change an offer or the solicitation and this amendment, and it | rior to the hour and date specified in the pies of the amendment; (b) By acknowle to the solicitation and amendment numl DFFERS PRIOR TO THE HOUR AND D. r already submitted , such change may t | solicitation dging receibers. FAI ATE SPEC pe made b | n or as amended , by one of the following r pipt of this amendment on each copy of the LURE OF YOUR ACKNOWLEDGEMENT SIFIED MAY RESULT IN REJECTION OF Y y telegram or letter, provided each telegrar | offer sub TO BE RE YOUR OF | mitted; or (CEIVED A FER If by | pleting (c) By T | |
| | TING AND APPROPRIATION DATA (If requ | | lien. | | \$10,0 | 00.00 | | |
| bee ben | X - X - X - X - X - X - X - X - X - X - | ODIFICATION OF CONTRACTS/ORDER | RS. IT MO | DIFIES THE CONTRACT/ORDER NO. AS I | DESCRIBI | ED IN ITEN | 1 14. | |
| CHECK ONE | | | | S SET FORTH IN ITEM 14 ARE MADE IN | | | | |
| | | T/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AUT | THE ADM HORITY C | INISTRATIVE CHANGES (such as change F FAR 43.103(b). | | | | |
| | | | | | | | | |
| | D. OTHER (Specify type of modification a | and authority) | | 9 | | | | . |
| Х | FUNDING ONLY ACTION | | | | | | | |
| E. IMPORTAN | T: Contractor is not. | is required to sign this document an | d return | copies to the issu | ing office. | | | |
| | TION OF AMENDMENT/MODIFICATION (ATION NO. 03 MAKES ADD | | _ | | | ICE PE | RIOD, | |
| | SEPTEMBER 30, 2018. | | | | | CHANG | | |
| | : ATION NO. 02 EXTENDS ING FUNDING, NO OTHER C | | HROUG | H SEPTEMBER 30, 2018 | AND I | NCLUD | ES | |
| MODIFICA | ATION NO. 01 EXTENSION | OF PERFORMANCE PER | IOD T | HROUGH SEPTEMBER 30, | 2018 | (NO F | UNDING | |
| | O IN MODIFICATION 01 S | | | | | Management 1825 | | |
| | RADIO COMMUNICATION SE | | N 6 L | AW ENFORCEMENT AND IN | VESTI | GATIO | NS, | |
| | (REMAINDER) Washingtor | | | | | | | |
| Continue | ed | | | | | | | |
| | vided herein, all terms and conditions of the ND TITLE OF SIGNER (Type or print) | document referenced in Item 9 A or 10 | the state of the s | tofore changed, remains unchanged and in | | | 10/ | |
| | ROBGRTI MI | My Go. | DANI | EL W. JOHNSON | 1 | | | / |
| 1 | CTØR/OFFEROR (Signafulte of person authorized to sign) | 15C. DATE SIGNED | 16B. Of | TED STATES OF ANGRICA | A | | C. DATE SIGNED | V |
| NSN 7540-01- Previous edition | | / //18 | | | Prescribe | RD FORM : | 30 (REV. 10-83) | |

| CONTINUENTION OFFET | | PAGE C | F |
|---------------------|------------------------|--------|---|
| CONTINUATION SHEET | AG-05G2-P-17-0005/0003 | 2 | 4 |

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------|---|-----------------|-------------|-------------------|---------------|
| | 1-7 | | | _/ | |
| | Payment: INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV FOB: Destination Period of Performance: 02/01/2017 to 09/30/2018 | | | | |
| | Change Item 001 to read as follows(amount shown is the obligated amount): | | | | · |
| | MODIFICATION NO.02 UPDATES THE PERFORMANCE PERIOD EXTENSION THROUGH SEPTEMBER 30, 2018, SUBMITTED VIA MODIFICATION NO. 01, TO INCLUDE THE REMAINING FUNDING. NO OTHER CHANGES. | ٠ | | | |
| 001 | Washington State Patrol Radio Communications Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS Requisition No: 841076 | | | | 0.0 |
| | Accounting Info: FS00.ZZ1360NFLE0617.2540 Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0617 BOC: 2540 Funded: \$0.00 | | | | |
| | This purchase order obligates funds for radio communications services amongst USFS and other law enforcement entities per Washington State Patrol (WSP) Agreement No. C1140410GSC, as updated and extended, for the periods of February 1, 2017 through September 30, 2017 - AND COMPLETES THE PERFORMANCE PERIOD EXTENSION THROUGH SEPTEMBER 30, 2018 VIA MODIFICATION NO. 02. | | | | • |
| | The geographical area covered by this agreement and purchase order includes all of Washington State as the entire state lies within US Forest Service Pacific Northwest Region 6. | | | | |
| | Per agreement, the rates for Agreement No. C140410GSC have been updated per the most recent vendor rate study; these rates are shown below and are accepted as presented. Continued | | | | ; . |
| | | | | | |

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE O | F |
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| | AG-05G2-P-17-0005/0003 | 3 | 4 |

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| NO. | SUPPLIES/SERVICES . | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----|--|----------|------|------------|--------|
| 7) | (B) | (C) | (D) | (E) | (F) |
| | | | | | |
| | Per adjustment rates in effect as of July 1, | İ | | | |
| | 2015, WSP shall provide covered services. | | | | |
| | | | | | |
| | A) Radio Dispatch; at a flat rate (Minimum | | | | |
| | Service Charge, MSC) of \$400 per month that | | 1 1 | | , |
| | includes the first 150 calls/transactions. | | | | |
| | D) Dalakkana 1 21 - 75 - 75 - 70 - 21 H252 - 11 - 11 - 11 - 11 | | | | • |
| | B) Additional calls (from Call #151 up to and | | | · . | |
| | including 4,999 call per month) shall be billed | 1 | | | |
| | at \$3.06 per call (the first 150 are billed at | | | . | |
| | \$400.00; as in A). | | | | |
| | C) For monthly total calls/transaction at 5,000 | | | | |
| | or more, all calls from 151st call shall be | | | | |
| | representing a 10% discount. | 1 | | | |
| | representing a ros arscoalic. | | | | |
| | D) Communication training: includes actual | 1 | | | |
| | salaries/benefits, mileage and indirect costs, | | | | |
| | i.e. fully burdened rates. The billable code is | | | | |
| | for communication division training services only | | | | |
| | at: \$61.50 per hour regular time and overtime at | | | | |
| | \$88.45 per hour. Each of these rates are fully | | | | |
| | burdened. | | | | |
| | bulachea. | | | | • |
| | The other services described at D) under this | | | - | |
| | agreement includes training of new USFS law | | | | |
| | enforcement officers and shall be provided as | | | | |
| - 1 | necessary and invoiced separately. | | | | |
| | | | . ! | | |
| - 1 | The total obligated amount is an estimate; only | • | | | |
| | actual and customary charges will be involved and | | | | |
| | paid, as defined and described in the rate | | l | | |
| | schedules above. The purchase order will be | | l | | |
| | modified as necessary during the performance | | | | |
| | period. | | | | |
| | •. | | | | • |
| | Payment will be made monthly, following | | | | |
| | completion of the work, inspection and acceptance |] | | | |
| ĺ | of the completed work by the Government's | | | 1 | |
| . [| technical representative and submittal of monthly | | | | |
| | invoice via the US Treasury's IPP system. | | | | |
| İ | All invoices are to be submittedis the | | | | |
| | All invoices are to be submitted via the | | | Ī | |
| - 1 | electronic Invoicing Processing Platform, (IPP). | | | | |
| 1 | This is a mandatory requirement initiated by the | | | | |
| 1 | U.S. Department of Treasury and you can find more | | | | |
| | information at this website. www.ipp.gov. | | | | |
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| | Continued | | | | |
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| | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
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| CONTINUATION SHEET | AG-05G2-P-17-0005/0003 | 4 | | 4 |

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| ITEM NO. | . SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|------------------------|
| (A) | (B) | (C) | (D.) | (E) | (F) . |
| | Add Item 002 as follows: | | | | |
| | | | | () | , |
| 002 | WA State Patrol Radio Communications | | | | 10,000.00 |
| | Requisition No: 906651 | | | | |
| | | | | | |
| | Accounting Info: | | | , | |
| | FS00.ZZ1360NFLE0618.2540 Agency Code: FS00 Budget Yr Start: ZZ SHC: 1360NFLE0618 BOC: | | | | |
| | 2540 | | | | |
| | Funded: \$10,000.00 | | | 9 | |
| | | | | | 8 |
| : | Modification No 003: This purchase order obligates funds for the radio communication | | | | |
| | services and other law enforcement entities per | | | * | 7 |
| | Washington State Patrol (WSP) Agreement No. | | | | |
| | C1140410GSC. Modification No. 003 adds funds of | | | | |
| | the amount of \$10,000.00 to complete the | | | | |
| | performance period through September 30, 2018. | | | | , in the second second |
| | Additional funds (\$10,000) are the only change in | | | | |
| | Modification No. 003. | | | | |
| | mb Hadada h Tanada ba Hadada San Habba andara | - | | a | + |
| | The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice | - | | - | |
| | Processing Platform (IPP). The contractor must | | 4 | | |
| | follow the instructions on how to register and | | | | * |
| | submit invoices via IPP as prescribed in the | | | × | |
| | previous communications from USDA and Treasury. All invoices are to be submitted via the | 1 | | | · · |
| | electronic Invoice Processing Platform. This is a | , | | | el e |
| | mandatory requirement initiated by the U.S. | | 9 | | * |
| | Department of Treasury and you can find more | | | | |
| | information at this website https://www.ipp.gov/index.htm. Please make sure | | | | |
| | that your company has registered at | 00 | | | |
| | https://www.ipp.gov/vendors/enrollment-vendors.htm | | | | |
| | to establish your account. | | | | |
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WSP contract #K12700-4 1. CONTRACT ID CODE PAGE OF PAGES AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE 0.5G2 OLYMPIC NATIONAL FOREST 1835 BLACK LAKE BLVD SW OLYMPIA WA 98512-5623 (x) 9A. AMENDMENT OF SOLICITATION NO. 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON STATE PATROL - 8088838540000 9B. DATED (SEE ITEM 11) ATTN JULIE HANNAH 360 596 4063 BUDGET AND FISCAL SERVICES PO BOX 42602 10A. MODIFICATION OF CONTRACT/ORDER NO. AG-05G2-P-17-00051500033791 OLYMPIA WA 98504-2602 10B. DATED (SEE ITEM 13) FACILITY CODE CODE 1500033791# 02/13/2017 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Tis extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By Items 8 and 15, and returning separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. CHECK ONE B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) is required to sign this document and return E. IMPORTANT: 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MODIFICATION NO. 04 EXTENDS PERFORMANCE PEROID THROUGH JUNE 28, 2019 AND INCLUDES REMAINING FUNDING, NO OTHER CHANGES. HISTORY: MODIFICATION NO. 03 MAKES ADDITIONAL FUNDING AVAILABLE FOR THE STATED PERFORMANCE PERIOD, THROUGH SEPTEMBER 30, 2018. SEE LINE ITEM 02 FOR ADDITIONAL DETAILS. NO OTHER CHANGES. MODIFICATION NO. 02 EXTENDS PERFORMANCE PERIOD THROUGH SEPTEMBER 30, 2018 AND INCLUDES REMAINING FUNDING, NO OTHER CHANGES. MODIFICATION NO. 01 EXTENSION OF PERFORMANCE PERIOD THROUGH SEPTEMBER 30, 2018 (NO FUNDING Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) DANIEL W. JOHNSON 16C. DATE SIGNED 15B CONTRACTOR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

(Signati

NSN 7540-01-152-8070

Previous edition unusable

| CONTINUIATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05G2-P-17-0005/0004 | WSP contract #K12700-4 | PAGE 2 | OF 2 |
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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL - 8088838540000

| M NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
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| A) | (B) | (C) | (D) | (E) | (F) |
| | INCLUDED IN MODIFICATION 01 SO NO EFFECT) | | | | |
| | BASE: RADIO COMMUNICATION SERVICES, USFS, REGION | | | | |
| | 6 LAW ENFORCEMENT AND INVESTIGATIONS, FY2017 | | | | |
| | (REMAINDER) Washington State Patrol Radio | | | | |
| | Communications | | | | |
| | | | | | |
| | Payment: | | | | |
| | INVOICE PROCESSING PLATFORM IPP | | | | |
| | ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE | | | | |
| | INVOICE PROCESSING PLATFORM IPP | | | | |
| | VIA WWW IPP GOV | | | | |
| | Period of Performance: 02/01/2017 to 06/28/2019 | | | | |
| | The "Submit Invoice-to" address for USDA orders | | | | |
| | is the Department of Treasury's Invoice | | | | |
| | Processing Platform (IPP). The contractor must | | | | |
| | follow the instructions on how to register and | , | | | |
| | submit invoices via IPP as prescribed in the | | | | |
| | previous communications from USDA and Treasury. | | | | |
| | All invoices are to be submitted via the | | | | |
| | electronic Invoice Processing Platform. This is a | | | | |
| | mandatory requirement initiated by the U.S. | | | | |
| | Department of Treasury and you can find more | | | | |
| | information at this website | , | | | |
| | https://www.ipp.gov/index.htm. Please make sure | | | | |
| | that your company has registered at | | | | |
| | https://www.ipp.gov/vendors/enrollment-vendors.htm | | | | |
| | to establish your account. | | | | |
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| AMENDMENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | 1 | . CONTRACT ID CODE | PAGE | OF PAGES |
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| AMENDMENT OF SOCIOTATION/MODIFIC | 2 | | | 111 | 1 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQU | SITION/PURCHASE REQ. NO. | 5. PROJECT | NO. (il applicable) |
| 0001 | See Block 16C | | | | |
| DLYMPIC NATIONAL FOREST 835 BLACK LAKE BLVD SW DLYMPIA WA 98512-5623 | 05G2 | 7. AUMII | NISTERED BY (If other than Item 6) | CODE | |
| B. NAME AND ADDRESS OF CONTRACTOR (No., stree | I, county, State and ZIP Code) | (x) 9A. A | MENDMENT OF SOLICITATION NO. | | |
| DASHINGTON STATE PATROL - 80 BUDGET AND FISCAL SERVICES DO BOX 42602 | 88838540000 | 9B. D | ATED (SEE ITEM 11) | | 3 |
| 500033791 | | | HODISIA TION OF ADVISOR OF ADDISOR | 10 | |
| LYMPIA WA 98504-2602 | | x AG- | MODIFICATION OF CONTRACT/ORDER N 05G2-P-17-0005 | 10. | |
| | | 108.1 | DATED (SEE ITEM 13) | | |
| CODE 1500033791# | FACILITY CODE | 02 | /13/2017 | | |
| | 11. THIS ITEM ONLY APPLIES TO | O AMENDME | NTS OF SOLICITATIONS | | |
| separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offic reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If req See Schedule | OFFERS PRIOR TO THE HOUR AND I er already submitted, such change may I is received prior to the opening hour ar | DATE SPECI ay be made by | FIED MAY RESULT IN REJECTION OF YO telegram or letter, provided each telegram | OUR OFFER IF | |
| | ODIFICATION OF CONTRACTS/ORDE | ERS. IT MOD | IFIES THE CONTRACT/ORDER NO. AS DE | SCRIBED IN IT | EM 14. |
| CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A. | PURSUANT TO: (Specify authority) Th | THE CHANGES | S SET FORTH IN ITEM 14 ARE MADE IN 1 | THE CONTRACT | ř |
| B. THE ABOVE NUMBERED CONTRAL appropriation date, etc.) SET FORTI | CT/ORDER IS MODIFIED TO REFLEC H IN ITEM 14, PURSUANT TO THE AU | CT THE ADMI | NISTRATIVE CHANGES (such as changes F FAR 43.103(b). | in paying office, | |
| C. THIS SUPPLEMENTAL AGREEMEN | IT IS ENTERED INTO PURSUANT TO | O AUTHORITY | OF: | | |
| D. OTHER (Specify type of modification | and authority) | | | | |
| X Performance Period (| Changed | | | | |
| . IMPORTANT: Contractor is not. | ☑ is required to sign this document a | and return _ | 1copies to the issuin | g office. | |
| 4.DESCRIPTION OF AMENDMENT/MODIFICATION ashington State Patrol Radi | 4. Fig | , including soli | citation/contract subject matter where feasi | ble.) | |
| dodification of Performance Payment: | Period: 09/29/2018 | | | | |
| NVOICE PROCESSING PLATFORM | | | | | |
| LL INVOICES MUST BE SUBMITT | ED | | | | |
| LECTRONICALLY THROUGH THE | *** | | | | |
| NVOICE PROCESSING PLATFORM | IPP | | | | |
| IA WWW IPP GOV Period of Performance: 10/01 | /2017 to 00/20/2010 | 0 | | | |
| eriod of Performance: 10/01 | /2017 to 09/30/2018 | o | | | |
| except as provided herein, all terms and conditions of the | ne document referenced in Item 9 A or 1 | r 10A, asheret | ofore changed, remains unchanged and in | full force and eff | ect. |
| SA. NAME AND TITUE OF SIGNER (Type or print) | | | ME AND TITLE OF CONTRACTING OFFI | | |
| Mu & | | LYND | A HERSHEY | | |
| 15B. CONTRACTOR/OFFEROR | 15C, DATE SIGNED | 16B. UN | HITED STATES OF AMERICA | CO | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | - MOTH | _ | (Signature of Contracting Officery | | 09/29/2017 |
| NSN 7540-01-152-8070 Previous edition unusable | | 125 | P | rescribed by GS | |
| | | | F. | AR (48 CFR) 53 | 243 |

| | SOLICITATION/C | ONTRACT/OR R TO COMPLETE | DER FOR C | OMMERCIAL ITE | MS | | EQUISITION N | MBER | | PAGE OF | 3 | | | | |
|--|---|--|---|---|------------|---|---|--|--|--|------------|------------------------------------|--|--|--|
| 2. CONTRACT | | TO GOMPLETE | 3. AWARD | | NUMBER | 104 | 1070 | | 5. SOLICITATION NUMBER | 1 1 | 1 2 | 6. SOLICITATION | | | |
| 7. FO | on correlation A | a, NAME | 02/1 | /E DATE 3/2017 AG-050 | G2-P-1 | | | | | | | ISSUE DATE | | | |
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| | includes the first 150 calls/transactions. | | | | | | | | | | |
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| 32b. SIGNATUI | RE OF AUTHORIZED | GOVERNMENT REPRESENTATION | E | 32c. DATE | 32d. PRIN | ITED NAME | AND T | TITLE OF AUTH | IORIZED GO | OVERNMENT REPRESENTATIVE | |
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PAGE REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** AG-05G2-P-17-0005 3 3

NAME OF OFFEROR OR CONTRACTOR

| м NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE | AMOUNT (F) |
|--------------|---|--|-------------|------------|---------------|
| | C) For monthly total calls/transaction at 5,000 or more, all calls from 151st call shall be representing a 10% discount. | | | | |
| | D) Communication training: includes actual salaries/benefits, mileage and indirect costs, i.e. fully burdened rates. The billable code is for communication division training services only at: \$61.50 per hour regular time and overtime at \$88.45 per hour. Each of these rates are fully burdened. | | | | |
| | The other services described at D) under this agreement includes training of new USFS law enforcement officers and shall be provided as necessary and invoiced separately. | | | | |
| | The total obligated amount is an estimate; only actual and customary charges will be involved and paid, as defined and described in the rate schedules above. The purchase order will be modified as necessary during the performance period. | | | | |
| | Payment will be made monthly, following completion of the work, inspection and acceptance of the completed work by the Government's technical representative and submittal of monthly invoice via the US Treasury's IPP system. | And the second control of the second control | | | |
| | All invoices are to be submitted via the electronic Invoicing Processing Platform, (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website. www.ipp.gov. | | | | |
| | The total amount of award: \$25,000.00. The obligation for this award is shown in box 26. | | | | |
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52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
 - (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management, or <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
 - (i) Payment.—
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see <u>52.212-5(b)</u> for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.

- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see <u>32.607-2</u>).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system,

have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
 - (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR <u>subpart 42.12</u>, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of <u>subpart 42.12</u>; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see <u>subpart 32.8</u>, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.
 - (u) Unauthorized Obligations
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JAN 2017)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct |
|--|
| 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 |
| (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and |
| Reinvestment Act of 2009.) |
| (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. |
| L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved]. |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of |
| Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) |
| (Pub. L. 111-117, section 743 of Div. C). |
| (8) <u>52.209-6</u> , Protecting the Government's Interest When Subcontracting with Contractors Debarred, |
| Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note). |
| (9) <u>52.209-9</u> , Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) |
| (41 U.S.C. 2313). |
| (10) [Reserved]. |
| (11)(i) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C. 657a)</u> . |
| (ii) Alternate I (Nov 2011) of <u>52.219-3.</u> |
| (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT |
| 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (JAN 2011) of <u>52.219-4.</u> |

| (13) [Reserved] |
|---|
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |
| (iii) Alternate II (Nov 2011). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of <u>52.219-7.</u> |
| (iii) Alternate II (Mar 2004) of <u>52.219-7.</u> |
| (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of <u>52.219-9.</u> |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Nov 2016) of <u>52.219-9.</u> |
| (v) Alternate IV (Nov 2016) of <u>52.219-9.</u> |
| (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 |
| <u>U.S.C. 657 f</u>). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. |
| <u>632(a)(2)).</u> |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged |
| Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business |
| Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |
| <u>X</u> (25) <u>52.222-3</u> , Convict Labor (June 2003) (E.O. 11755). |
| X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). |
| X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
| X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). |
| (29) <u>52.222-35</u> , Equal Opportunity for Veterans (Oct <u>2015)(38 U.S.C. 4212)</u> . |
| X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). |
| (31) <u>52,222-37</u> , Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). |
| (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) |
| (E.O. 13496). |
| X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) |
| (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not |
| applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial |
| items as prescribed in 22.1803.) |
| (35) 52,222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 |
| million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at |
| \$500,000 for solicitations and resultant contracts issued after April 24, 2017). |

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the

| injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the |
|---|
| public of the termination of the injunction. |
| (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016). |
| (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items |
| (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)), (Not applicable to the acquisition of commercially available off-the- |
| shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of |
| commercially available off-the-shelf items.) |
| (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons |
| (JUN 2016) (E.O. 13693). |
| (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air |
| Conditioners (JUN 2016) (E.O. 13693). |
| X (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 |
| and 13514). |
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and |
| 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. \$259b). |
| (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s |
| 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) |
| (E.O. 13513). |
| (45) <u>52.223-20</u> , Aerosols (JUN 2016) (E.O. 13693). |
| (46) <u>52.223-21</u> , Foams (JUN 2016) (E.O. 13693). |
| X (47) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83). |
| (48)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. |
| chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103- |
| 182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. |
| (ii) Alternate I (May 2014) of <u>52.225-3.</u> |
| (iii) Alternate II (May 2014) of <u>52.225-3</u> . |
| (iv) Alternate III (May 2014) of <u>52.225-3.</u> |
| (49) <u>52.225-5</u> , Trade Agreements (OCT 2016) <u>(19 U.S.C. 2501</u> , et seq., <u>19 U.S.C. 3301</u> note). |
| X_(50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and |
| statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct |
| 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. |
| 2302 Note). |
| X (52) 52,226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 |
| U.S.C. 5150). |
| (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 18 |

U.S.C. 2307(f)).

- (55) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). __ (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). (57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). __ (58) <u>52.232-36</u>, Payment by Third Party (May 2014) (31 U.S.C. 3332). __ (59) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). __ (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.] (1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495). __ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67). (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67). (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015). __ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). __ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under

the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) <u>(15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) <u>(38 U.S.C. 4212)</u>
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi)
- 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.● 13627).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) <u>(41 U.S.C. chapter 67)</u>.
 - (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
 - (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

- (xix) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C.</u> <u>2302 Note)</u>.
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) <u>(42 U.S.C. 1792)</u>. Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) <u>(46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | | 1. REQUISITION NUMBER PAGE OF 960 631 1 3 | | | | | | | |
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REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE **CONTINUATION SHEET** 1205G219P0038 3

NAME OF OFFEROR OR CONTRACTOR

| EM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---------------|--|-----------------|-------------|-------------------|------------|
| | WSP at a flat rate of \$1,800.00 per month. This will continue until the next rate study is done, at which point an average monthly transaction count will have been established to use as the basis for calculating a fixed monthly rate. For renewing Contractors, the rate will be based on the year prior transaction counts. Transactions consist of radio transmissions, requests for data (if authorized), and phone service requests. Transactions are recorded via a CAD Log. The flat rate will also include new LEO training. | | | | |
| | The total amount of award: \$21,000.00. The obligation for this award is shown in box 26. | | | | |
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52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions -- Commercial Items (Oct 2018)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52,202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Reserved
- (u) Unauthorized Obligations.
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.

- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2019)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

| (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
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| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509). |
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009). |
| (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved] |

| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
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| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note). |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). |
| (10) [Reserved] |
| (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). |
| (ii) Alternate I (Nov 2011) of 52.219-3. |
| (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a) |
| (ii) Alternate I (Jan 2011) of 52.219-4. |
| (13) [Reserved] |
| (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). |
| (ii) Alternate I (Nov 2011). |
| (iii) Alternate II (Nov 2011). |
| (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)). |
| (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. |
| (iii) Alternate II (Nov 2016) of 52.219-9. |
| (iv) Alternate III (Nov 2016) of 52.219-9. |
| (v) Alternate IV (Aug 2018) of 52.219-9. |
| (18) 52.219-13. Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). |

| (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)). |
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| (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)) |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |
| X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126). |
| X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
| X_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246). |
| (ii) Alternate I (Feb 1999) of 52.222-26. |
| (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). |
| (ii) Alternate I (July 2014) of 52.222-35. |
| X_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). |
| (ii) Alternate I (July 2014) of 52.222-36. |
| (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212). |
| (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| X_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) |
| (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |

| (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
|---|
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693). |
| (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). |
| (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514 |
| (ii) Alternate I (Oct 2015) of 52.223-13. |
| (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-14. |
| X_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). |
| (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |
| (ii) Alternate I (Jun 2014) of 52.223-16. |
| X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). |
| (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). |
| (44) 52.223-21, Foams (Jun 2016) (E.O. 13696). |
| (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). |
| (ii) Alternate I (Jan 2017) of 52.224-3. |
| (46) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). |
| X_ (47) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). |
| (ii) Alternate I (May 2014) of 52.225-3. |
| (iii) Alternate II (May 2014) of 52,225-3. |

| (1v) Alternate III (way 2014) 01 32.223-3. |
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| (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). |
| X_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
| (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). |
| (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C 2307(f)). |
| (55) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (Oct 2018 (31 U.S.C. 3332). |
| (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)). |
| (60) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (iii) Alternate II (Feb 2006) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) |
| (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.). |
| |

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Print This Item

Status Approved Type of Contract * Billable WSP Contract Number K11192

Other Contract Number

Amendment Nbr Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.ofm.wa.gov/ECMS/ContractMaintenance/ContractSummary.aspx?

contract id=170122

Start Date 10/1/2015

End Date

CFDA No. 16.000

QFSR Yes/No

Contract Title FBI Spok Reg Safe Streets TF - Cost Reimburse. Agreement

Contractor Name FBI

Contact Name SSRA Christian Parker

509-458-8101 Christain Parker/Sgt. Dan McDonald 509-939-8375 Contact Telephone Number Contact Email Address christian.parker@ic.fbi.gov / dmcdonald@spokanecounty.org

Contact Mailing Address 1116 W Riverside Ste 200, Spokane WA 99219

BFS Contracts Specialist Name Rebecca Kirby WSP Project Manager Lt Chris Sweet

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$17,548.00

Amendment Amount **Revised Total Amount** Indirect Costs Rate

Budget Coding 0000TF05 001 020 00287 TF05

Revenue Coding 03-16-00TF05

Billable Code TF05 Regular Time No Overtime Yes Voluntary OT No Mileage No Allow Leave No Captain Overtime No Limit by Org Code Yes Primary Org Code CA002000 **External Contract** Yes

Comments Start/End Date = DOE to Indefinite

Monthly OT limit = \$1,462.33 / Annual = \$17,548

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Hamilton

Close

Allotment Needed Yes Unanticipated Receipt Needed No Type of Receipt Revenue BFS Budget Manager Approved Yes

Encumber Contract

BFS Fiscal Analyst Name Sivakumar

BFS Accounting Manager Approved Yes BFS FSP Manager Approved Yes **BFS Administrator Approved** Yes

Questions

Attachments FBI SRSS TF Cost Reimb Agree 2015-9999 K11192.docx

Version: 24.0

Created at 9/1/2015 10:29 AM by Kirby, Rebecca (WSP) Last modified at 10/9/2015 1:22 PM by Cline, Karen (WSP)

COST REIMBURSEMENT AGREEMENT BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION (FBI)

AND

WASHINGTON STATE PATROL (WSP)

TASK FORCE FILE # 281C-SE-C91986

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Spokane Regional Safe Streets Task Force (SRSSTF) as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Washington State Patrol located at 210 11th Ave SW, Olympia, WA 98504, Taxpayer Identification Number: Code 45

Phone Number: 509-456-4101 that:

- 1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.
- 2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
- 3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
- 4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.
- 5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.
 - 6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

- 7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.
- 8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.
- 9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2013, must be received by the FBI by December 31, 2013. The FBI is not obligated to reimburse any requests received after that time.
- 10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

FOR THE FBI:

Special Agent in Charge

Contracting Officer

FBI Headquarters

Date

Mark T. Ukleja Contracting Officer Federal Bureau of Investigation

COPY

Spokane Regional Safe Streets Task Force 1100 West Mallon Spokane, Washington 99260-0300

SPOKANE REGIONAL SAFE STREETS TASK FORCE

OPERATIONAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL SAFE STREETS TASK FORCE (SRSSTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 2014, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE #6364716.

I. PURPOSE

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact the mid to upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

II. ORGANIZATION

The Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), Spokane Police Department (SPD), and the Washington State Patrol (WSP) each agree to assign full-time commissioned officers to the SRSSTF in compliance with the annual Washington State Department of Commerce JAG Grant application.

Page 1 of 6

The WSP agrees to assign one full-time Sergeant, who in conjunction with the assigned SCSO/SVPD, and SPD Sergeants will share in the duties as unit supervisors. They will be responsible for supervision of day-to-day Task Force operations, pursuant to the direction of the Task Force Commander.

The SCSO/SVPD agrees to assign one full-time Sheriff Technical Assistant for clerical support. The SCSO/SVPD agrees to assign four full-time detectives, one full-time deputy and one full-time Sergeant.

The SCSO/SVPD also agrees to assign a Captain or Lieutenant who will have the responsibility of SRSSTF Commander. The Task Force Commander may have other duties within the SCSO/SVPD, but will dedicate the necessary time to the administration of the SRSSTF.

The SPD agrees to assign two full time detectives, one full time Corporal, one full-time officer, and one full-time Sergeant.

The Spokane County Prosecuting Attorney's Office (SCPAtty) agrees to assign prosecutors to the SRSSTF. Assigned prosecutors will have the responsibility to prosecute criminal and civil forfeiture cases generated and filed by the SRSSTF.

All persons assigned to the SRSSTF shall work under the direct supervision of the unit supervisors. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRSSTF policy and procedures manual, applicable FBI and/or DEA policies and procedures, as well as their individual departmental rules, policies and procedures. Variance between SRSSTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies, and arid procedures. When operating under the authority of their FBI or DEA credentials, Task Force members shall adhere to that agency's respective policies and procedures.

For the purpose of indemnification of participating agencies against any losses, damages, or liabilities arising from the activities of the SRSSTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRSSTF will continue that employee as an employee of the contributing agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRSSTF and working at the direction of the Board of Directors, the SRSSTF Commander, and the unit supervisors, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

Travel Policy

For the purpose of establishing a single travel policy for all persons assigned to the SRSSTF, regardless of the individual person's department or agency. All persons assigned to the SRSSTFTF, while traveling on either day trip or per diem, will comply with Spokane County's travel policy that is in effect at the time of the travel. (Amendment to Task Force Operational Agreement (#6006742), Auditor File Number #6100830).

III. ADMINISTRATION

Overall governance of SRSSTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors (BOD) consisting of the elected official/agency executive, or their designee, from each participating organization. Each member of the Board of Directors will have an equal vote in SRSSTF business. In the absence of a majority vote, the deciding vote will be cast by the executive director of the Board of Directors. The Executive

Spokane Regional Safe Streets Task Force Operational Agreement

Director shall be the elected official/ agency executive of the organization which serves as the fiscal agent and Contractor under the Justice Assistance Grant (JAG)- Drug Interdiction Program.

Under the direction of the Board of Directors, the SRSSTF Commander shall act as the principal liaison and facilitator between the Board and SRSSTF. The SRSSTF Commander will be responsible for keeping the Board informed on all matters relating to the function, expenditures, accomplishments, and challenges of the SRSSTF.

The Board of Directors may meet monthly to review the SRSSTF activities and policies. Extra sessions can be called by any member of the Board, or at the request of the SRSSTF Commander. When the Board votes on any matter, a majority shall be required for passage. In the absence of a majority vote, the executive director of the Board of Directors will cast the deciding vote. In an emergency, the SRSSTF Commander may conduct a telephone poll of the Board to resolve an issue.

Full time participation in the SRSSTF by additional agencies will occur only if a memorandum of understanding (MOU) has been completed between the SRSSTF BOD and the new participating agency. Once the MOU is established, the new agency may be awarded a seat and a vote as a member of the SRSSTF Board of Directors (BOD). Additional local agencies may, with a formal MOU, participate in a limited role and with approval of the Task Force Commander. Federal agencies may participate in the task force without a formal MOU, which will result in a limited role and with the approval of the Task Force Commander. Federal Agencies who do not establish an MOU with the BOD may have a vote and may be considered members of the SRSSTF BOD, with prior approval of the BOD.

The SRSSTF works in concert with the FBI-led Spokane Violent Crime Gang Enforcement Team/Safe Streets Task Force (SVCGET) wherein task force personnel for both task forces are identical. Both the SRSSTF and the SVCGET share the same mission to disrupt and dismantle violent gangs and other criminal enterprises responsible for drug trafficking and other criminal activity. In the event of conflict regarding supervision and operation of the task force, the SUPERVISION AND CONTROL and OPERATIONS sections of the MOUs between the FBI and individual agencies will supersede this MOU.

IV. TASK FORCE BUDGET / FINANCIALS

The SRSSTF will have four funding sources. These sources will be used for the SRSSTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRSSTF JAG Grant contract and budget. SRSSTF funding will be detailed in an annual SRSSTF budget, approved by the BOD.

A. Local Funds

Each Participating Agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees. The only exception to this responsibility will be for the administrative assistant position within the Task Force. The administrative assistant's position will be funded by Byrne JAG grants funds. Since grant and forfeiture funds change annually the personnel costs will also change. The division of personnel expenses between the SRSSTF budget and participating agencies will be addressed annually by the BOD, during the budget process.

B. Byrne JAG Grant funds.

The second funding source will be the JAG Grant funds administered each year by the Washington State Department of Commerce. The SCSO will be the contracting agency for the

Page 3 of 6

grant and will have the responsibility of administering the grant through the SRSSTF Commander.

C. Forfeiture funds.

The third funding source will be forfeited funds generated by the enforcement activities of the SRSSTF. The forfeited funds are maintained by the Spokane County Auditor in a designated unreserved fund balance accounts. The forfeited funds will be used in accordance with state statute (RCW 69) and the federal asset sharing guidelines. The SCSO as the contracting agency for the grant will have the responsibility of administering the forfeiture funds through the SRSSTF Commander.

D. HIDTA funds.

The fourth funding source for SRSSTF activities will be available HIDTA (High Intensity Drug Trafficking Area) funds. The SCSO is the fiduciary for HIDTA funds. HIDTA funds are distributed through the SRSSTF unit supervisors to enhance and support partnerships with other Spokane County narcotic law enforcement entities. HIDTA funds may be dispersed, at the direction of the SRSSTF unit supervisors, to support cooperative investigations targeting illicit, existing and emerging violent gangs, and mid to upper level drug trafficking organizations operating in Spokane County area and the surrounding region.

The SRSSTF Commander will have responsibility for the management of the SRSSTF budget and funds, subject to the direction and approval of the BOD.

V. SEIZED ASSETS AND REVENUE

A. Seized Assets.

Items seized as the result of a Task Force investigation will be processed by the Agency with administrative responsibility for the Task Force and in accordance with state and federal laws. Monetary assets awarded to the Task Force will be deposited into the designated unreserved fund account. Non-monetary assets will be disposed of in accordance with state and federal law by the SRSSTF. The proceeds from those items will be deposited into the designated unreserved fund account. The monetary assets and the proceeds from non-monetary assets seized as a result of a Task Force investigation shall be collectively referred to as "Forfeited Funds."

B. Forfeited Revenue Distribution.

In June of the calendar year, the Forfeited Fund account will be reviewed. After approved expenditures and required payments have been made, the amount above the approved threshold balance of \$300,000 will be divided equally between the Participating Agencies.

C. Reporting/Tracking Expenditures of Task Force Forfeited Revenue.

Each Participating Agency is responsible for adhering to state and federal laws for the use of drugrelated seizure monies distributed to them. All federal funds that are distributed to a Participating Agency must be tracked and reported per federal asset-sharing regulations. By accepting forfeiture funds, each Participating Agency acknowledges its compliance with state and federal laws regarding the receipt and expenditure of drug-related forfeiture revenue.

VI. COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws affecting the Task Force. The Participating Jurisdictions acknowledge that:

A. The proceeds of forfeited property must be used only for law enforcement activities related to controlled substances. RCW 69.50.505 (9) and (10) require that 10% of the net proceeds of forfeited property be remitted to the state treasurer for deposit in the general fund. The remaining portion may be used only for "controlled substances related law enforcement activities".

Spokane Regional Safe Streets Task Force Operational Agreement

- B. Furthermore, proceeds derived from local government participation in federal seizures and forfeitures of property must be used only for law enforcement purposes as defined in the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* ("Guide") published by the United States Department of Justice. The *Guide* expressly enumerates both permissible and impermissible uses of funds. Accounting procedures and internal controls established in the *Guide* must also be followed, including the prohibition of commingling equitable shared Department of Justice Funds with funds from any other source, subject to audit by the United States General Accounting Office.
- C. Pursuant to the statute and guidelines, proceeds from both state and federal forfeitures may not be used to supplant preexisting funding sources.

The provisions of this Agreement shall be interpreted and administered in order to ensure compliance with these legal requirements.

VII. MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED

Property/equipment supplied to the SRSSTF by a particular agency will remain the property of that agency. Property/equipment purchased with the grant or matching funds will remain with the SRSSTF as long as it is operating. Funding and expenditures will be documented. In the event the SRSSTF is disbanded, property/equipment belonging to the SRSSTF and any remaining forfeited funds will be distributed equally to the participating agencies on a pro-rated basis commensurate with participation since the inception the SRSSTF, after compliance with all applicable requirements of the JAG grant contract, RCW 69 and the federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

VIII. PUBLIC DISCLOSURE REQUESTS

The Spokane County Sheriff's Public Disclosure Office will be responsible for all public disclosure requests in regards to cases assigned to the Spokane Safe Street Task Force as noted in the RMS system and will respond according to the Washington State Public Records Act RCW 42.56 and all other applicable RCW's. The Task Force is comprised of the Washington State Patrol, City of Spokane Police Department, Spokane County Sheriff's Office, and Federal partners. Any requests for information on cases that have been adopted by a federal agency, as well as those adopted by the Washington State Patrol, will have to go through those respective agencies for their public disclosure response and process.

IX. TERMINATION OF AGREEMENT

Participating agencies may withdraw from the SRSSTF by written statement of termination directed to the Board of Directors. Tennination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to sustain the necessary funding for participation. Other than the disbanding of the SRSSTF, no agency will be awarded SRDGTF forfeiture funds as a result of the agency terminating participation in the SRSSTF. If, at any time Task Force participating agencies are not able to comply with the personnel requirements set forth in the annual JAG grant application, the SRSSTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

X. DURATION OF AGREEMENT

This agreement shall remain valid as long as law enforcement agencies continue to assign personnel to the SRSSTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.

XI. AGREEMENT

On behalf of my agency, I hereby agree to participate in the SRSSTF in accordance with the policies set forth in this agreement.

| Signature | Date | Agency |
|-----------------|------------|---|
| * Jan 1/ | 9/19/15 | Spokane County Sheriff's Office |
| Which Vantem | IN 9/15/15 | Spokane Valley Police Department |
| - Inply on | 9/22/15 | Spokane Police Department |
| autoff 2 C. | 16-22-15 | Washington State Patrol WSP Contract No. K11379 |
| · f- It fashele | 26 7/22/15 | Spokane County Prosecuting Attorney's Office |

^{*}Signature of elected official/department head of participating city, county, tribal, state, or federal agency.

Print This Item

Status Approved

Type of Contract * Billable WSP Contract Number K11293

Other Contract Number

Amendment Nbr Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.ofm.wa.gov/ECMS/ContractMaintenance/ContractSummary.ε

TF12

contract_id=171448

Start Date 11/30/2015

End Date CFDA No.

QFSR Yes/No

Contract Title MOU USMS - Violent Offender TF (Western)

Contractor Name US Marshals

Contact Name Chris Smith, Special Agent

Contact Telephone Number 509-388-7016

Contact Email Address christopher.smith@usdoj.gov

Contact Mailing Address Pac NW Violent Offender Task Force

BFS Contracts Specialist Name Rebecca Kirby

WSP Project Manager Captain Roger Wilbur

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$0.00

Amendment Amount Revised Total Amount

Indirect Costs Rate

Budget Coding TF12 001 020 00287 TF12 100%

Revenue Coding

Billable Code TF12
Regular Time No
Overtime Yes
Voluntary OT No
Mileage No

Allow Leave No
Captain Overtime No
Limit by Org Code Yes

Primary Org Code CA003020

External Contract

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Allotment Needed

Nashleanas Langbotham

http://teamsites/sites/BFS/Lists/Grants%20and%20Contracts/DispForm.aspx?ID=1113&Source=http...

Unanticipated Receipt Needed

Type of Receipt

BFS Budget Manager Approved

Encumber Contract

BFS Fiscal Analyst Name Sivakumar

BFS Accounting Manager Approved Yes
BFS FSP Manager Approved Yes
BFS Administrator Approved Yes

Questions

Attachments USMS_MOU Violent Offender TF K11293 Executed.pdf

No

Yes

Version: 13.0

Created at 1/14/2016 11:54 AM by Kirby, Rebecca (WSP) Last modified at 2/12/2016 2:48 PM by Kirby, Rebecca (WSP)

United States Marshals Service Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Washington State Patrol

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

| District: Western District of | Washington | |
|---|--|-------------------|
| XX 16 1 G4 1 - 30 - 1 - 1 | p. | |
| United States Marshal: | | |
| DAVID Y. MILLER Print Name | Signature Signature | 11 23-201 Date |
| Participant Agency: | | |
| Name: WASHINGTON STATE | PATROL | |
| Location (City & State); Olympia, \ | | - |
| Phone: 360-596-4000 | | - |
| Participant Agency Representati | ve: | |
| Deputy Chief G. Curt Hattell Print Name & Title | Signature A attitle | 11-4-15 Date |
| Assistant Director, Investigative | Operations Division: | |
| Derrick Driscoll Print Name | Signature Derrick Driscoll | 11/30/15 Date |
| | Assistant Director Investigative Operations Division | |

Print This Item

Status Approved
Type of Contract * Payable
WSP Contract Number K11937

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.ofm.wa.gov/ECMS/ContractMaintenance/ContractSummary.a

Start Date 5/6/2016

DOE

End Date 9/30/2016

End Date Options

CFDA No. QFSR Yes/No

Contract Title Security Services - WDFW

Contractor Name WDFW

Contact Name Sgt. Erik Olson / Budget Mgr - Matt Hunter Contact Telephone Number Erik - 360-704-4226 / Matt - 360-902-2835

Contact Email Address erik.olson@dfw.wa.gov / matthew.hunter@dfw.wa.gov

Contact Mailing Address 600 Capital Way N, Olympia WA, 98501-1091

BFS Contracts Specialist Name Rebecca Kirby

WSP Project Manager Captain Johnny Alexander

WSP Section/Division/Bureau SOD

Actual Costs

Current Contract Amount \$15,000.00

Amendment Amount Revised Total Amount

Indirect Costs Rate

Budget Coding PI 375

Revenue Coding Billable Code Regular Time

Overtime Voluntary OT Mileage

Allow Leave

Captain Overtime No

Limit by Org Code Primary Org Code

External Contract Yes

Comments Supersedes #K10856

BFS Grants & Contracts Manager Approved Yes

http://teamsites/sites/BFS/Lists/Grants%20and%20Contracts/DispForm.aspx?ID=1561&Source=http... 6/15/2016

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Tanya Pierce

BFS Accounting Manager Approved

Yes

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Attachments

WDFW 16-06441 WSP K11937 Executed.pdf

Version: 14.0

Created at 6/2/2016 5:32 PM by Kirby, Rebecca (WSP)

Last modified at 6/15/2016 11:28 AM by Kirby, Rebecca (WSP)

| WASHINGTON OTATI | | 240000000000000000000000000000000000000 | Contract N | No. |
|---|---|---|---------------------|---|
| WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Security Services | | K1193 | 37 | |
| | | Other Contract No. 16-06441 | | |
| This Agreement is between the identified below, and is issued pur | State of Washingt | on, Was al Coope | hington ration A | State Patrol and the Public Agendat, chapter 39.34 RCW. |
| PUBLIC AGENCY NAME | | Statewic | de Vendo | or Registration Number |
| Washington State Department o | of Fish and | | 00-7529 | |
| Public Agency Location Address 600 Capitol Way N Olympia, WA 98501-1091 | | Public A | gency M | lailing Address (if different from location address |
| Public Agency Project Manager Name Sgt. Erik Olson | e & Title | | | dministrative Contact & Email ed.Nelson@dfw.wa.gov,360-902-240 |
| Public Agency Project Manager Email Erik.Olson@dfw.wa.gov | | Public A (206) 45 | | roject Manager Telephone |
| | WSP CONTACT | INFORM | MATION | |
| WSP Project Manager Name and Title Captain Johnny Alexander | 3 | | | nager Address 2, Olympia, WA 98504-2602 |
| Telephone 360-704-4226 | | E-mail Address Johnny.alexander@wsp.wa.gov | | |
| WSP Administrative Contact Name and Title Rebecca Kirby, Contracts Specialist | | WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602 | | |
| Telephone | | E-mail A | | 3004-2002 |
| (360)596-4071 | | | | @wsp.wa.gov |
| | FEDERAL ASSISTA | NCE INF | ORMATIC | ON |
| Is the Public Agency a subrecipient of feder this agreement? Yes | eral assistance for the pure | rposes of | | Number(s) |
| Federal Grant Award Name | | | Federal | Grant Award Number |
| Is this agreement funded by a federal awar Yes No | rd for research and devel | lopment? | Federal | Award Year |
| Agreement Start Date | Agreement End Dat September 30, 20 | | | Maximum Agreement Amount \$15,000 |
| This Agreement, including the attached Te terms and conditions agreed upon by the | orms and Conditions and e parties. No other und deemed to exist or bind | any other derstanding the parties | gs or repr | [\$19,000 ts incorporated by reference, contains all of the resentations, oral or otherwise, regarding the ties signing below warrant that they have reacted the signing below warrant that they have reacted the signing below warrant that they have reacted the signing below warrant that they have reacted the signing below warrant that they have reacted the significant transfer of the significa |
| FOR THE WASHINGTON STATE PA | TROL: | FOR TH | IE PUBLI | IC AGENCY: |
| WSP Signature Mun Printed Name and Title | Date 5/26/16 | // | gency Si Name an | 1.1 5/26/1G |
| John R. Batiste, Chief | | 1 | // | Beth W.R. Hugdani acis end Purchesing Manager |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/26/2011

WSP INTERAGENCY AGREEMENT (Continued)

Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

- 2. Statement of Work. The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
- 3. Payment. WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
- 4. Billing Procedure. WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP's agreement number and the Public Agency's Statewide Vendor registration number. The Public Agency shall submit the final invoice not later than 60 days from the Agreement End Date.
- 5. Agreement Alterations and Amendments. WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
- 6. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- B. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

WSP INTERAGENCY AGREEMENT (Continued)

- 9. Indemnification. The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
- 10. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 11. Inspection; Maintenance of Records. During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

12. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules; Exhibit A, Statement of Work; Any other provision of this Agreement; and Any document incorporated by reference.

- 13. Personnel. WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 14. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
- Savings. In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.

WSP INTERAGENCY AGREEMENT (Continued)

- Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 17. Single Audit Act Compliance. If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Guidance for Grants and Agreements, 2 CFR 200; Subpart F Audit Requirements.
- 18. Statewide Vendor Payment Registration. Statewide Payee Registration. The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.
- 19. Subcontracting. Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
- 20. Termination. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination
- 21. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

Purpose. WDFW will provide WSP with a 38 foot patrol boat and two (2) Fish and Wildlife Officers (FWOs) for WSP Executive Protection Unit's (EPU) security services detail. WSP will provide two (2) EPU Troopers. Security services will begin at 8:00 a.m. on the date of contract execution and continue on an as needed basis through September 30, 2016. WSP will reimburse the FWO's at an hourly rate of \$246.98 per hour and for travel expenses at the current State of Washington reimbursement rate (.697/mile).

| Budget Table | | | | |
|--|--|--|--|--|
| Cost | Rate | Justification | | |
| Fish & Wildlife Officer 2 - Step M | (\$60/hour x 2 Officers) \$ 120/hour | Using FWO 2 as a cost estimator. This is a "middle" job class between a FWO 1 and 3 (since the specific Officer to patrol has yet to be determined). | | |
| Fuel & maintenance for 38' foot vessel | \$72.20/hour | This is the rate the vessel Lieutenant provided for contracts. Note; this is also the approved rate for charging NOAA for medium-range vessels. | | |
| Current indirect rate | (29.21% against applicable charges through 6/30/16; \$56.14/hour | This is the current federally approved indirect rate. Subject to change every July 1. | | |
| Total hourly rate through 6/30/16: | \$248.34/hour | | | |
| Indirect rate change on July 1 | (28.23% against applicable charges effective 7/1) \$54.26/hour | WDFW is not allowed to provide indirect rates above the current rate. | | |
| Total hourly rate effective 7/1/16: | \$246.46/hour | | | |

Print This Item

Status

Type of Contract *

WSP Contract Number

Other Contract Number

Amendment Nbr Task Order Number

Task Order Amendment Number

ECMS Link

http://ecms.ofm.wa.gov/ECMS/ContractMaintenance/ContractSummary.e

7/1/2015

Approved

K10909 - Revised

Billable

Start Date **End Date**

CFDA No.

QFSR Yes/No

Contract Title

Contractor Name

Contact Name

Contact Telephone Number

Contact Email Address

Contact Mailing Address

BFS Contracts Specialist Name

WSP Project Manager

WSP Section/Division/Bureau

Actual Costs

Current Contract Amount

Amendment Amount

Revised Total Amount

Indirect Costs Rate

Budget Coding

Revenue Coding

Billable Code Regular Time

Overtime Voluntary OT

Mileage

Allow Leave

Captain Overtime Limit by Org Code

Primary Org Code **External Contract**

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Longbotham

contract id=166148

TF13

16.000

Violent Offender Task Force

PO Box 1463, Spokane WA 99210

Rebecca Kirby Lt. Chris Sweet

IAD

Yes

TF13 001 020 00287 TF13 100%

03-16-00JUST

TF13 No Yes No No

> No Yes

CA002000

Revisions: New contact info, Type of contract changed to 'Billable,' and ac a billable code.

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Sivakumar

BFS Accounting Manager Approved

Yes

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Added CFDA# of 16.000 - if known to be different, please correct - Brian

Attachments

USMS_MOU Violent Offender TF K10909.pdf

Version: 10.0

Created at 2/12/2016 2:10 PM by Kirby, Rebecca (WSP) Last modified at 2/18/2016 9:26 AM by Kirby, Rebecca (WSP)

2/18/2016

United States Marshals Service Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Washington State Patrol

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals. "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, Issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

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Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

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Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

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NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

| District: Eastern District of Washi | ington | |
|---|---|-------------------|
| United States Marshal: | • | |
| Craig Thayer Print Name Signal | laing flie Though | 06-25-204 Date |
| Participant Agency: Name: Washington State Patrol | | |
| Location (City & State): Olympia, WA. | | - |
| Phone: 360-704-2392 | | |
| Participant Agency Representative: B. Curt Hattell, Deputy Chief John R. Batiste, Chief Print Name & Title Signal | LC & attall | 6-4-65 Date |
| Assistant Director, Investigative Operation | tions Division: | |
| Derrick Driscoli | NO | 7/2/15 |
| Print Name Signal | กลัง Derrick Driscoll Assistant Director Investigative Operations Division | Date |

JUN 19 2015 BUDGET & FISCAL WSP

Code 3(f)

Print This Item

Status Approved Type of Contract * Billable

WSP Contract Number K12624

Other Contract Number
Amendment Number
Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 2/1/2017

DOE

End Date 9/30/2017

End Date Options

CFDA No. 16.111

QFSR Yes/No

Contract Title OCDETF - Code 3(f)

Contractor Name FBI

Contact Name SSRA Christian Parker

Contact Telephone Number (214) 797-2904

Contact Email Address christian.parker@ic.fbi.gov
Contact Mailing Address 1116 W. Riverside, Ste. 200,

Spokane WA 99201

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. James Mjor

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$10,000.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate

Budget Coding GUN1 001 020 00287 GUN1

Revenue Coding 03-55-00GUN1

Billable Code GUN1
Regular Time No
Overtime Yes
Voluntary OT No

Mileage No
Allow Leave No
Captain Overtime No

Limit by Org Code No

Primary Org Code

https://teamsites/sites/BFS/Lists/Grants%20and%20Contracts/DispForm.aspx?ID=2296&So... 2/9/2017

External Contract

Yes

Comments

4 detectives from CID will be assisting Sqt. McDonald (IAD) with this case, so don't limit by

org. rk

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Renuka Siyakumar

BFS Accounting Manager Approved

Yes Yes

BFS FSP Manager Approved BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Attachments

FY2017_OCDETF SLOT

Reimbursement Request

SUPPLEMENTAL
PAGE_Fillable pdf
OCDETF Code 3(f) FY17 Agreement K12624.pdf

Close

Version: 8.0

Created at 1/19/2017 12:39 PM by Kirby, Rebecca (WSP) Last modified at 2/9/2017 2:27 PM by Cline, Karen (WSP)



STATE OF WASHINGTON WASHINGTON STATE PATROL

PO Box 42634 • Olympia, WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

January 18, 2017

Mr. Christian Parker Special Supervisor Resident Agent Federal Bureau of Investigation Spokane Regional Safe Streets Task Force

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f)

SSRA Parker:

Washington State Patrol (WSP) requests that WSP Detectives Code 3(c) assigned to the Spokane Washington WSP detective unit and assisting with Code 3(f) be given a waiver/exemption from the full-time OCDETF participation requirement. With their current WSP assignment, our detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

(R) coupy and

Sincerely,

Lieutenant James R. Mjor, #87 Investigative Assistance Division

JRM:jrm



U.S. Department of Justice

United States Attorney Organized Crime Drug Enforcement Task Forces Pacific Region

450 Golden Gate Ave. Box 36055 San Francisco, CA 94102

415-436-7200 Fax: 415 436 6982

January 31, 2017

Lt. James Mjor Washington State Patrol 210 11th Ave. Olympia, WA 98504

Subject:

Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2017

Dear Lt. Mjor:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #:

Code 3(f)

Dates of the Agreement:

01/01/2017 through 09/30/2017 (Fiscal 2017)

Funding Amount:

\$ 10,000.00

Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above. **Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director prior to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2017

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,753.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2016). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Debbie Wee at 415 558 2516.

Very truly yours,

Melinda L. Haag United States Attorney

Thomas A. Colthurst OCDETF Regional Director Pacific Region

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year: 2017

State or Local Agency:

Washington State Patrol

OCDETF Investigation

Code 3(f)

Funding Amount:

\$ 10,000.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab OCDETF - United States Attorney's Office 450 Golden Gate Ave. Box 36055 San Francisco, CA 94102

| Date | Signature of State/Local Official |
|------|-----------------------------------|
| | Print Name/Title |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2017 Agreement FOR THE USE OF THE STATE OR LOCAL

OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

| Federal Tax Identification #: | DC#: S-32- |
|--|--|
| Amount Requested: \$ 10,000.00 Number of Officers Listed: From: January 1, 2017 | OCDETF Investigation / Strategic Initiative Number: Code 3(f) Operation Name: Federal Agency Investigations: |
| To: Beginning Date of Agreement To: September 30, 2017 Ending Date of Agreement | Number: Code 3(f) |
| State or Local Organization | State or Local Organization Name and Address: Washington State Patrol |
| Narcotics Supervisor: Lt. James R. Mjor | 210 11th Ave SW |
| Telephone Number; (360) 704-2390 | Olympia WA 98501 |
| E-mail Address: james.mjor@wsp.wa.gov | |
| Fax # (if applicable): | |
| Sponsoring Federal Agency(ies): FBI-Spokane Regional Safe Streets TF | Sponsoring Federal Agency Group/Squad Supervisor: Telephone Number: (214) 797-2904 E-mail Address: christian.parker@ic.fbi.gov |
| Please provide the name, telephone number, administrative or financial staff person at the S responsible for the billing on the Reimbursemen | State or Local Organization, who is directly |
| Name: Alaine Johnson | |
| Telephone Number: (360) 596-4033 | |
| E-mail Address: alaine.johnson@wsp.wa.gov | |
| Fax # (if applicable): | |
| Agreement (FY17), Page 1 | |
| | |

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

- 1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the <u>Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual</u>, Fiscal Year 2017.
- 2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
- 3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
- 4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
- 5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

- Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
- 7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
- 8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
- 9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
- 10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
- 11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
- 12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

- 13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
- 14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
- 15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
- 16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
- 17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
- 18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
- 19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

- 20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
- 21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
- 22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

| Approved By: | 1/M) ASST. CHIEF | 1.20.17 |
|-----------------|--|----------|
| | Authorized State or Local Official Title | Date |
| Approved By: | min | 1/24/17 |
| | Sponsoring Federal Agency Special Agent in Charge or Designee | Date |
| Approved By: | 'Jul Mule | 1/30/17 |
| | Sponsoring Agency Regional OCDETF Coordinator | Date 1 |
| Approved By: | Thomas a Colotieral | 1/20/12 |
| | Assistant United States Attorney Regional OCDETF Director | Date I |
| | re encumbered for the State or Local Organization overting ic Initiative Programs specified above. Subject to available | |
| Funds Certified | <u></u> | |
| | OCDETF Executive Office | Date |
| Approving Offic | The state of the s | |
| | OCDETF Executive Office | Date |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

| State or Local Organization: | Washington State Patrol | |
|------------------------------|------------------------------------|--|
| OCDETF Investigation / Strat | regic Initiative Number: Code 3(f) | |

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

| NAME | TITLE/RANK | <u>DOB</u> |
|-----------|------------|-------------------------|
| Code 3(c) | Detective | Code 2/15/ |
| 2. | Detective | Code 25 13 Code 25 |
| 3. | Detective | 25, Code 25 |
| 4. | Detective | Code 25(b 24, Code 25(b |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

ADDENDUM A OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

- 1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.
- 2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.*, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be APPROVED IN ADVANCE of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

| Acknowledged: | JASON BERRY //M/2 | M AST-CHIEF | 1-20-17 |
|---------------------|------------------------------------|-------------|---------|
| | Authorized State or Local Official | / Title | Date |
| | (Name and Signature) | / | |
| Agreement (FY17), P | age 8 | | |

ADDENDUM B OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

| State or Lo | cal Agency Narcotics Supervisor: | Lt. James R. Mjor, II |
|-------------|----------------------------------|-----------------------|
| Address: | PO Box 42634, Olympia WA 985 | 504-2634 |
| | | |

- 2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
- 3. This agreement does not authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement does not require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
- 4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
- 5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
- 6. OCDETF State and Local Overtime funds are not to be used for:
 - a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
- 7. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
- 8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$17,753.00 from any Federal source this fiscal year.

Acknowledged:

Authorized State or Local Official

1-70

Date

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

| Name: Washington State Patrol | |
|-------------------------------------|----------------------------------|
| Address: PO BOX 42602 | |
| Olympia WA 98504-2602 | |
| Taxpayer ID Number: Code 45 | |
| Contact Person Name: Alaine Johnson | Telephone Number: (360) 596-4033 |

FINANCIAL INSTITUTION INFORMATION

| Bank Name: |
|--|
| Nine-Digit ABA Routing Transit Number: 123000848 |
| Depositor Account Number: Code 51(c) |
| Type of Account: (checking/savings) checking |

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:

2017

FECEIVED

State or Local Agency:

Washington State Patrol

FEB 07 2017

OCDETF Investigation

Code 3(f)

BUDGET & FISCAL

Funding Amount:

\$ 10,000.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab OCDETF - United States Attorney's Office 450 Golden Gate Ave. Box 36055 San Francisco, CA 94102

Date

Signature of State/Local Official

Print Name/Title

SSF 3272 (03/87)

Indemnification and Hold Harmless Agreement Involving Use of Secret Service Vehicle

| In consideration of the use of a motor vehicle Code 3(b) |
|--|
| License Plate No. Code 3(b) WA , owned by the United States |
| Secret Service, I, Robert L. Maki , on behalf of Washington State Patrol |
| agree to INDEMNIFY and HOLD HARMLESS, the United States, and its officers and |
| employees, from any and all claims, demands, actions, causes of action, suits, and |
| damages of any kind, arising from the use of said motor vehicle. |
| Robert L. Maki |
| I acknowledge that I have examined said vehicle which appears to be in good |
| working order and free from dents or other body damage unless noted below. I further |
| agree and understand that the Washington State Patrol shall be responsible for |
| any and all damage resulting to said motor vehicle upon receipt until returned to an |
| official of the Secret Service. **Description** **Conficial Secret Service** **Conficial Secr |
| witness(es)/ |
| |

United States Secret Service
This form was electronically produced via OmniForm by USSS/ADMIN/MNO/PARS

FEDERAL BUREAU OF INVESTIGATION SEATTLE SAFE STREETS TASK FORCE MEMORANDUM OF UNDERSTANDING

PARTIES

 This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Washington State Patrol. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Seattle Safe Streets Task Force (Seattle SSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize interagency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

1

SUPERVISION AND CONTROL

A. Supervision

- 5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
- 6. The Special Agent in Charge (SAC) of the Seattle Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
- 7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
- 8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
- SSTF personnel will continue to report to their respective agency heads for noninvestigative administrative matters not detailed in this MOU.
- Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

- 11. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
- 12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
- 13. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

14. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

- 16. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
- 17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
- 18. SSTF investigative leads outside of the geographic areas of responsibility for FBI Seattle Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

- 19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
- 20. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- 21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

- 22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- 23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

- 24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
- 25. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
- 26. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
- 27. SSTF investigative records maintained at the Seattle Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
- 28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
- 29. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
- 30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
- 31. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

- 32. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations. procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
- 33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- 34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
- 35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
- 36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- 37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

- 38. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
- 39. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the

- evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
- 40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

- 41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- 42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- 43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES1

Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

- 45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
- 46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

- 48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
- 49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

- 50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.
- 51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
- 52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall

- under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
- 53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
- 54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

- 55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
- 56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

- 59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
- 60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

- 61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
- 62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

- 63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

- 65. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
- 67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

- 68. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
- 69. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

- 70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
- 71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
- 72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
- 73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or <u>Bivens v. Six Unknown Named</u>

Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Seattle Division, who will then coordinate the request with the FBI Office of the General Counsel. in the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

- 75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
- 76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
- 77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

- 78. This agreement may be modified at any time by written consent of all involved agencies.
- 79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Frank Montoya, Jr. Special Agent in Charge Federal Bureau of Investigation

Washington State Patrol

U.S. Department of Justice Federal Bureau of Investigation Expiration Date of Special Deputation 10/1/2016 **Special Deputation** This is to certify that the bearer Code 3(c) having taken the Oath of Office, is a duly sworn Special Federal Officer under this deputation on the 1st day of October 2014 Subject to the terms of Subject to the terms of Special Deputation and the following restrictions: __ Authorized to investigate violations to Title 21 USC (Signature) Date of Birth FD-739a Height We gr1 Hace Color Eyes CoorHar (Rev. 9-11-01) Code 3(c)



Oath of Office and Credential - Special Deputation

(See reverse side for instructions)

Superation Orderof Special Depotet on

10/01/2016

Deputation Statement

Pursuant to the authority granted to the Attorney General by Public Law 99-570, Section 1869, and delegated to me by Section 0.85, Title 28, Code of Federal Regulations, you are hereby authorized to exercise the powers of enforcement personnel set forth in Section 878, Title 21, United States Code, which are to:

- (1) carry firearms;
- execute and serve search warrants, arrest warrants, administrative inspection warrants, subpenas, and summonses issued under the authority of the United States;
- make arrests without warrant (A) for any offense against the United States committed in your presence, or (B) for any felony, cognizable under the

| laws of the United States, if you have probal | ble cause to believe that the person to be arrested has committed or is committing a felony: |
|---|--|
| (4) make seizures of property pursuant to the p | rovisions of this subchapter; and |
| (5) perform such other law enforcement duties | as the Attorney General may designate. |
| Deputation authority is authorized from the date affixed to $\frac{281 D - SE - C88930}{FO. \textit{File Number(s)}}$ with an a | utomatic expiration date of Special region in contract of the time period indicated below unless sooner terminated in writing: Code 3(c) (o////ff Special region in charge response of Date |
| Appointee's Employer: Washington State | Patrol |
| ** | SRA_Kelly_M_Smith Supervisory Special Agent |
| take this obligation freely, without any mental reservation or to enter. I understa COCE 3(C) e subject to the ther certify that I | es against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that repurpose of evasion; and that I will well and faithfully discharge the duties of the office in which I am about provisions contained in Departmental Order 350-65, as amended by Departmental Order 960-81, which I have read, understand, and agree to abide by the standards of conduct as set forth in the FBI Manual or Case Supervisory Special Agent / Date Seattle Field Division |
| Physical Description | 170808 |
| Date of Birth Cook 25(b) Code 25(b) | |
| Height Code 3(c) Inches | |
| Weight Pounds | Space Reserved for Credential (FD-739a) |
| Sex Code 3(c) | Which is Attached to COPY 3 of This Form. The Credential, Also, Must be Completed |
| Race Code 3(c) | and Must be Signed by the Appropriate Special Agent in Charge |
| Color Eyes Code 3(c) | apeciai Agent in Charge |
| Color Hair Code 2/6) | |

190-739 (Nev. 9-) 1-01)

COPY 1 - APPOINTEE

USM-3 ID: 139602



Special Deputation Oath of Office, Authorization and Appointment

This form must be completed after an application for Special Deputation (Form USM-3A) has been submitted to, and approved by, the Chief of the Special Deputation Unit, Office of Security Programs, Factical Operations Division, Return this form to the Special Deputation Unit at <a href="mailto:special-deputation-unital-approximatella-deputation-unital-approximat

| OATH | OF OFFICE | | | | | |
|--|---|--|--|--|--|--|
| faithfully execute all lawful orders issued under the authority of the States Marshals Service, or to an appropriate Federal Official. I will with integrity, professionalism, and impartiality. I will exercise the furtherance of the mission for which I have been specially deputize to abide by the conditions set forth in the appointment. So help me | Il perform the duties of a Special Deputy United States Marshal authorities as fimited by this Special Deputation solely in all and only while this Special Deputation shall be in effect. Lagree | | | | | |
| Subscribed and sworn to me this 274 day of Augus | st 2014 in Seattle LCA | | | | | |
| Code 3(c) | City State | | | | | |
| Signature of reppositive | Signature of U.S. Marshal or Officer Administering Oath | | | | | |
| 08/31/2016 Expiration Date | W/WA District or Division | | | | | |
| | ENCY INFORMATION | | | | | |
| WASHINGTON STATE PATROL Appointed's Employer | FEDERAL BUREAU OF INVESTIGATION Sponsoring Agency | | | | | |
| 2502 H2TH ST, EAST, TACOMA, WA 98445 Employer's Address | Sponsoring Agency Contact Name and Phone No. during Special Deputation (U.S. Marshal or Designated Federal Official) | | | | | |
| | SPECIAL DEPUTATION APPOINTMENT | | | | | |
| TERMS OF SPECIAL DEPUTATION | Code 3(c) | | | | | |
| The institutual memod begain is appointed under authority delegated by the Attemes | SOUTH SOUND GANG TASK FORCE | | | | | |
| General to perform the duties of the Office of Special Depair Critical States Marshall as directed by an appropriate official or the United State. Marshall Service or some offer appropriate Federal Official as so decreased. This appropriate federal Official as so decreased. This appropriate federal official as so decreased. This appropriate federal official as | Is a been specially appointed as a Special Degate U.S. Mar 5 if to perform the following dates as authorized by law. | | | | | |
| engionment by the United States Marshills Service the United States Department of Justice, or the United States Government. The appointed acrees to perform the daties required under this Special Department with the Keleral Government of an elegiant thereof ner being appointed to an position in the Federal Government of an elegiant thereof her being appointed to an position in the Federal Service by viting of this appoint department and extends and astronoclasses by this of this authorities vested in time of her by this special department can end by executed in furtherance of the mission for which he of she has been specially departmed and extend only so far as may be necessary to fauthfully complete that mission. Moreover, those a the intestremonale at | * TO SELE AND EXECUTE ARREST AND SEARCH WARRANTS SUPPORTING A FEDERAL TRUMBER TELE IS ACTIONITY * TO MONHOR TELE HENTER CEPTS contained has the following limitations | | | | | |
| the exponerion of the term of the Special Deputation For verification, contact | CODE 3(C) * NOT VALID OFF DUTY PARTICIPATE IN FEDERAL DRUG INVESTIGATIONS | | | | | |
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| | 08/31/2016 Expitation Date | | | | | |
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08/04/2014

Aufromation Date

Form USM-3B + st 06/11 (Previously Form USM-3)

FEDERAL BUREAU OF INVESTIGATION

Precedence:

ROUTING

Date: 9/17/2014

Special Agent in Charge (SAC)

SEATTLE

Code 3(c)

Case ID#: 2810- SE- C 88930

Title:

FBI Deputation Authority; OC/DRUG Matters

TITLE 21 DEPUTATION REQUEST

It is requested that the below-listed law enforcement officer(s), who is participating in an investigation in which the FBI is also participating, be approved for deputation. Deputation is requested pursuant to Title 21, United States Code.

The law enforcement officer(s) listed below has been recommended for deputation by the FBI Case Agent, upon recommendation of the appropriate representative of the participating agency or agencies. The OCDETF Assistant United States Attorney Task Force Coordinator and the FBI Regional OCDETF Coordinator have been notified when an OCDETF investigation is involved. An FBI Supervisory Special Agent has been selected to supervise the Title 21 aspects of the case to which the officer will be assigned.

The law enforcement officer(s) listed below agrees to adhere to the policies and procedures of the FBI. Each listed officer is aware that failure to adhere to the policies and procedures of the FBI shall be grounds for dismissal from the Task Force and termination of the deputation. The recommending agency representative has also been apprised of the same policies and procedures, which are more specifically set out below.

The law enforcement officer(s) to be deputized agrees to strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure relating to Grand Jury secrecy. Further, he/she agrees that any disclosure of Grand Jury material shall be made only after permission has been granted by a United States District Court upon notice or motion of a Task Force Attorney.

The recommending agency representative certifies that the personnel identified below are not currently subject to any type of disciplinary action, nor are there any disciplinary actions or investigations pending that would adversely affect or compromise their participation in the Task Force. Moreover, he/she certifies that the personnel are qualified under state or local agency policy to carry a firearm.

The below-listed law enforcement officer(s) will be participating with the FBI in an investigation of violations of Title 21, United States Code. The officer(s) has been advised that he/she is authorized to investigate, under FBI supervision, violations of Title 21 and those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on drug violations. The officer(s) has been advised that he/she does not possess general authority to act as an FBI Special Agent. State or local officers will continue to be subject to the established lines of supervision of their agency.

Requesting offices must complete the following:

| FBI indices checks for each officer are negative: G (Yes) G No (If no, response must be accompanied by a summary explanation.) |
|--|
| Task Force Case Number(s), if any: Z81D-SE-C88730 |
| FBI Case Number(s): |
| Federal Judicial District: WESTERN DISTRICT OF WASHINGTON |
| Monitoring Title III: G(Yes) G No |

The participating state and local officers are listed below:

| Full Name (including rank) | DOB | Social Security Number | State or Local Department | Date Firearms Qualified |
|-------------------------------|--------|---------------------------|------------------------------|----------------------------|
| Detective Code 3(c) | Code 2 | Code 24(d) | WASHMOTEN STATE PATROL | 8/6/2014 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Additional names attached? C | Yes G | 10 1 | | [|

Required Signatures (Official recommends officer(s) for deputation.)

FBI Special Agent-In-Charge

FBI Case Supervisory Special Agent

FBI Case Supervisory Special Agent

State/Local Department Official

SELECTION WASTATE PATROL

Title and Department

FBI Deputation Policy and Procedures

- 1. Deputation requests will be approved when state or local officers require authority to assist the FBI in the investigation of violations of Title 21, United States Code.
- Special Federal Officers (SFO) are authorized to investigate, under FBI supervision, violations of Title 21, and
 those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on
 drug violations. SFOs do not possess general authority to act as an FBI Special Agent.
- 3. SFOs must review the Memorandum to All Employees 6-89, dated September 27, 1989, captioned "Principles of Ethical Conduct for Government Officers and Employees." The Manual of Administrative Operations and Procedures (MAOP), Part 1, Section 1-1(9), may also be used in the absence of this memorandum. Officers must be advised that failure to abide by these standards of conduct may result in the termination of the officer's deputation.
- 4. All requests should be submitted at least 30 days prior to the time the deputations are required. Requests must be closely coordinated with the U.S. Attorney's Office to ensure compliance and timely completion.
- 5. The FBI Case Supervisory Special Agent who will be supervising the Title 21 case must be identified on the request for deputation. The rights and duties of an SFO to his or her parent agency are not affected by deputation, and pay and promotion status remain the exclusive responsibility of the SFO's parent agency.
- Requesting offices must conduct field office indices name checks on all officers to be deputized. The authorized state or local law enforcement official must certify that the officer to be deputized is not the subject of any relevant internal investigations or actions.
- 7. All officers must be sworn in by an SAC or an ASAC. The officer is required to acknowledge by signing the FD-739 that he/she has been given the instructions set forth on the reverse side of the FD-739, understands them, and will adhere to them. After the FD-739 has been signed by the SAC or ASAC, the FD-739a (Special Deputation Credential) should be detached from copy 3 (white) and given to the SFO. Copy 1 (blue) of the FD-739 is given to the SFO. Copy 2 (green) and copy 3 of the FD-739 must be maintained in the requesting field division's deputation control file.
- 8. Deputation authority granted to an SFO is restricted to specifically designated cases, which must be listed by file number on the FD-739 (Oath of Office and Credential Special Deputation) and FD-739a (Credential Card). The SFO is prohibited from assisting on any investigation not reflected on these forms unless doing so under his/her normal police powers. Field Offices may list new cases on the FD-739 and FD-739a. All other alterations of the FD-739a are specifically prohibited. A "general" Title 21 authority can be granted where justified in non-OCDETF investigations.
- SFOs should be provided the necessary orientation to FBI policies and procedures. Specifically, SFOs should be apprised of the FBI's deadly force policy. (See Manual of Investigative Operations and Guidelines, Part II. Section 12.)
- Unless otherwise specified, all FBI deputations automatically expire on October 1 of the second 12-month period in which the deputation was approved by the SAC. This expiration date appears on the FD-739 and FD-739a. EXAMPLE: If an SFO is deputized in June, 1995, that authority may continue, uninterrupted, until October 1, 1996, or for a period of 16 months. Prior to October 1, 1996, that SFO's deputation authority may be renewed, with SAC approval, for an additional 24 months to expire on October 1, 1998. The sponsoring field office is responsible for monitoring deputation expiration dates and for submitting timely renewal requests to the SAC.
- 11. The officer's deputation authority shall be terminated immediately by the sponsoring field office when it determines that the deputation is no longer necessary. The officer must be specifically advised that his/her authority is being terminated. The officer's credential card (FD-739a) must be recovered and sent to the SAC as an enclosure to an electronic communication (EC) notifying the SAC of the termination of the deputation.
- 12. SFOs are considered Federal employees for purposes of civil suits brought under the Federal Tort Claims Act. Suits brought against an SFO for alleged violations of a person's constitutional rights (i.e., Bivens actions) are not brought against the United States, but rather against the SFO in his/her individual capacity.
- 13. Each field office is required to submit an annual summary report, by EC, captioned "FYXX DEPUTATION SUMMARY REPORT," to the Administrative Unit, Administrative Section, CID, which identifies all currently approved SFOs. Summary reports should include the SFO's full name; state or local agency employed; date deputized; expiration date; and OCDETF Case Specific; Non-OCDETF; or general operation.

Advisements for Special Federal Officers

Special Federal Officers (SFO) deputized by the FBI are:

- * Authorized to investigate, under FBI supervision, violations of Title 21, and those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on drug violations.
- * Considered federal employees for purposes of civil suits brought under the Federal Tort Claims Act. Suits brought against an SFO for alleged violations of a person's constitutional rights (i.e., Bivens actions) are not brought against the United States, but rather against the SFO in his/her individual capacity.
- * Not authorized to travel out of state on official business unless accompanied by an FBI Special Agent, or unless the travel is specially approved by the FBI case supervisor.
- * Not authorized to remove prisoners from a federal institution or holding facility unless accompanied by an FBI Special Agent. In case of a pre-trial detainee in the custody of the U.S. Marshals Service, the U.S. Marshals Service is to be notified and must approve release of the prisoner. In both instances, FBIHQ must be notified.
- * Authorized to monitor a Title III wiretap under the supervision of a federal law enforcement officer.
- * Deputized only for the specific investigation(s) authorized in the Request for Deputation and are not authorized to work on any other OCDETF or non-OCDETF federal investigation without specific approval. The deputation is not a general authority to act as an FBI Special Agent.
- Deputized for a period not to exceed 24 months. Unless otherwise specified, all FBI deputations automatically expire on October 1st of the second 12-month period in which the deputation was approved by the SAC. (Note: This expiration date appears on the FD-739 and FD-739a.)
- * Required to adhere to the policies and procedures of the FBI and the OCDETF Program. Unilateral action by an SFO in his/her capacity as SFO is not authorized.
- * Required to adhere to Rule 6(e) of the Federal Rules of Criminal Procedures relating to Grand Jury secrecy and are prohibited from disclosing Grand Jury information unless permission has been granted by a United States District Court upon notice or motion of an Assistant United States Attorney.

Washington State Patrol

Date 8 / 18 / 08

Budget and Fiscal Services Contract Notification Form

| ⊠ Billable ov | er \$10 | ,000 | Billa | able und | der \$10,000 | Payable | | Other: | | | | |
|--|---------|------------------|-------|----------|---|-------------|-------|---------|--------------------------------|---|----------|--|
| WSP Contract Number C090226FED Other Contract Number 281D-SE-88930 | | | | | | | | | A/R Nun | nber | | |
| Contract Start Date Contract End Date | | | | | | | | AFRS E | nd Date | | | |
| DOE | 3/08 | ^ | | | 9/9/9999 | | | | CFDA N | 0 0 | SR | |
| Contract Title SAFE STREETS TASK FORCE PARTICIPATION | | | | | | | | CFDAN | 157.16 | 'es □No | | |
| Contractor Na | | rion | · | | ^ | | | | | | | |
| | rcor | a light was | he | ao | +C | Au OI | N 5 | (1) | 020 | | | |
| Contractor Contact Address 1145 Bradway Plaza Str. 330 | | | | | | | WA ga | 451 | | | | |
| Contractor Co | ntact N | Vame | , | | Contractor Con | tact Phone | | | Contractor E | IN/SSN | | |
| Contractor E-I | LGO S | U J | enni | NGS | 206-263 | | | | DEC Assemble | ant Name | | |
| Contractor E-I | wall Ad | agress | | | Contractor Con | tact Fax | | | BFS Account ANGELA K | | | |
| WSP Project I | Manag | er | | | WSP Section/D | ivision/Bur | eau | | | Analyst Name | • | |
| LT RANDY I | DRAK | E | | | IAD | | | | SUE ASCH | ENBRENNE | .R | |
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| Cor | tract A | Amount | | | Position | | | | Signature a | Signature and Date | | |
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| Amendment | \$ | 163 | 328. | Bus | siness Office Manager | | | | 2. 10/10 (2) | | | |
| Amount Revised Total | | 1 100 | | _ | Allot: \ | | | | Yes No | | | |
| Amount | \$1 | 5,854. | 25 | Bud | dget Manager | | | | Unanticipat | Unanticipated Receipt: Yes No | | |
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| Type of Receip | pt: [| Reve | nue | | Interagency Reir | nburseme | nt | ⊠ Reco | very of Expe | nditure | | |

Distribution: Project Manager 300-365-522 (R 6/03)

⊠Budget Analyst

Other: CAPTAIN BRANIFF

COST REIMBURSEMENT AGREEMENT THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND WASHINGTON STATE PATROL

TASK FORCE FILE # 281D-SE-88930

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| agreed | between | the | FBI | and | the | WASHI | NGTON | STATE | PATROL | located | at |
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| funding. | . reimburse | the ag | ency fi | or ove | rtime : | navments | made to a | officers ass | igned full-tir | ne to the t | ask |

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- force.
- Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
- Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT,
- 4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.
- 5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the lask force, this number may change periodically, upward or downward, as approved in advance by the FBI.

- 6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.
- 7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned fulltime to the task force.
- Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.
- 9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2007 must be received by the FBI by December 31, 2007. The FBI is not obligated to reimburse any requests received after that time.
- 10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

FOR THE FBI:

Special Agent in Charge

FBI Headquarters

Mark T. Ukleja Contracting Officer Federal Bureau of Investigation CHRISTINE O. CREGOIRE
Governor



JOHN R. BATISTE Chief

STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

August 20, 2008

Mr. Gregory Jennings Federal Bureau of Investigation 1110 Third Ave Seattle WA 98101

Dear Mr. Jennings:

Subject: WSP Contract No. C090226FED

Enclosed are two signed originals of the referenced agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed these originals, please return one fully-executed original to the following:

Ms. Cindy Haider Budget and Fiscal Services Washington State Patrol PO Box 42602 Olympia WA 98504-2602

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

⁽
Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh Enclosures

INTER('FICE COMMUNICAT' N

WASHINGTON STATE PATROL

TO: Lieutenant Randy Drake, Investigative Assistance Division

FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services

SUBJECT: WSP Agreement No. C090226FED

DATE: November 25, 2008



Attached is a fully executed copy of the agreement between the Washington State Patrol and the Federal Bureau of Investigation.

Pertinent agreement information is listed below:

Project Title: Safe Streets Task Force

Duration: 11/13/2008 – 9/9/9999

Amount: \$16,328.75

Budget Code: 001 020 00287

Billable Code: TFE1

Special Instruction: \$16,328.75 is current federal rate per officer per

year for overtime only. Subject to change annually.

If you need further assistance, please contact Ms. Cindy Haider at (360) 596-4071 or Micro 12; extension 11071.

CLY for JRH:clh

Attachment

cc: Ms. Sue Aschenbrenner, Budget & Fiscal Services

Captain Tim Braniff, Investigative Assistance Division

Ms. Angela Keck, Budget & Fiscal Services





FD-448 (Rev. 6-2-97)



FBI FACSIMILE

COVER SHEET

| PRECEDENCE | CLASSIFICAT | LION | | |
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| Priority | Secret | | Sender's Ir | |
| X Routine | Confidential | | Number of | |
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| From: Tacoma Res | ident Agency | TFO | Code | 3(C) USP # CO |
| • | Name of Office | | | _ |
| Subject: FBT | More | | SA. Lodo | 1 BAKKEN (258) 552-9 |
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| Special Han Iling Instruction | ons: | | | |
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| Originator's Facsimile Nun | nber: <u>253-627-524</u> | <u>1</u> | | |
| Approved: SSRA Car | los L. Mojica | ······································ | | |
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WARNING

Information strached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information, disclosure, reproduction, distribution, or use of this information is prohibited (18.USC, § 641). Please notify the originator or he local PBI Office immediately to arrange for proper disposition.

From: Haider, Cindy (WSP)

Sent: Tuesday, November 25, 2008 2:25 PM

To: Code 3(c)_(WSP)

Cc: Drake, Randy (WSP); Wood, Beverly (WSP); Tucker, Rhonda (WSP)

Subject: FW:

your billable code will be <u>TFE1</u> with a Start date of 11/13/08.

Lt - I will send copies to you of the MOU and CRA for Safe Streets Task Force participation.

Cindy Haider WSP Contracts 360-596-4071 cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)

Sent: Tuesday, November 25, 2008 12:05 PM

To: Code 3(c)(WSP)

Subject: RE:

Yes, I have received the MOU and CRA. I will establish a billable code and get back to you this afternoon.

Thanks!

Cindy Haider WSP Contracts 360-596-4071 **cindy.haider@wsp.wa.gov**

From: Code 3(c) (WSP)

Sent: Tuesday, November 25, 2008 11:07 AM

To: Haider, Cindy (WSP)

Subject: RE:

Cindy,

I just faxed the MOU to you for Todd. Let me know if you don't get it.

Thanks and have a good thanksgiving,



Detective Code 3(c)
WSP Investigative Ass

WSP Investigative Assistance Division Violent Crimes Task Force PO Box 1574

Tacoma WA 98401 Cell Code 3(c)

Fax (253) 627-5241

From: Haider, Cindy (WSP)

Sent: Monday, November 24, 2008 2:27 PM

To: Code 3(c)(WSP)

Subject: RE:

I still haven't received the MOU or the CRA from the FBI for the Safe Streets Task Force participation. If SA Bakken would be able to find out a status that would be helpful as I just keep getting told that both agreements are in DC at FBI Headquarters

Cindy Haider WSP Contracts 360-596-4071 cindy.haider@wsp.wa.gov

From: Code 3(c) WSP)

Sent: Monday, November 24, 2008 11:20 AM

To: Haider, Cindy (WSP)

Subject:

Cindy,

Special Agent Todd Bakken wanted me to make sure that you have their MOU for the Violent Crimes Task Force.

Call me on my cell if you have any questions.

Thanks, Code 3(c

Detective Code 3(c)
WSP Investigative Assistance Division
Violent Crimes Task Force
PO Box 1574
Tacoma WA 98401
Cell Code 3(c)

Fax (253) 627-5241

ÇHRIŞTINE O. CREGOIRE Governor



STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

August 20, 2008

Mr. Gregory Jennings Federal Eureau of Investigation 1110 Third Ave Seattle WA 98101

Dear Mr. Jennings:

Subject: WSP Contract No. C090226FED

Enclosed are two signed originals of the referenced agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed these originals, please return one fully-executed original to the following:

Ms. Cindy Haider Budget and Fiscal Services Washington State Patrol PO Box 42602 Olympia WA 98504-2602

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Hugdahl Budget and Fiscal Services

JRH:clh Enclosures



FBI FACSIMILE COVER SHEET

| PRECEDENCE | CLASSIFICATION | | |
|----------------------------------|--|---------------|--|
| ☐ Immediate ☐ Priority ☒ Routine | ☐ Top Secret ☐ Secret ☐ Confidential ☐ Sensitive ☑ Unclassified | | |
| To: Name of | | | Date: 11-2.5-08 |
| Facsimile Number: | way Haider | | |
| Attr: Name | Room | Telephone | |
| From: <u>Tacoma Reside</u> | nt Agency F | Code | 3(c) WsP #73 |
| Subject: FBT N | lou | SA. Lodd | BAKKEN (253) 552-40 |
| | | - | |
| Special Han iling Instructions: | a di di di di di di di di di di di di di | | |
| Originator's Name: | | Telephone: 25 | 3-272-8439 |
| Originator's Facsimile Number: | 253-627-5241 | | • |
| Approved: SSRA Carlos | L. Mojica | | |
| Brief Description of Communica | ation Faxed: | | |
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WARNING

Information strached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information, disclosure, reproduction, distribution, or use of this information is prohibited (18.USC, § 641). Please notify the originator or he local PBI Office immediately to arrange for proper disposition.

From: Haider, Cindy (WSP)

Sent: Tuesday, September 16, 2008 2:29 PM

To: Gurley, Traci (WSP)

Cc: Drake, Randy (WSP)

Subject: RE: MOU - Tacoma

I have confirmed with the FBI that both agreements, MOU and CRA, are in their hands. The Seattle office has reviewed them and shipped them off last week to the FBI Headquarters for final signature.

Cindy Haider WSP Contracts 360-596-4071 cindy.haider@wsp.wa.gov

From: Gurley, Traci (WSP)

Sent: Wednesday, September 10, 2008 12:15 PM

To: Haider, Cindy (WSP) **Subject:** FW: MOU - Tacoma

Cindy: Can you tell me where you mailed this to?. They are kind of hassling doesn't want to get in the middle but would like to be able to verify that it is truly in their hands at this point. Thanks.

From: Haider, Cindy (WSP)

Sent: Tuesday, September 09, 2008 1:27 PM

To: Gurley, Traci (WSP)
Cc: Drake, Randy (WSP)
Subject: RE: MOU - Tacoma

Traci,

Both agreements, MOU and CRA for Safe Streets, are pending awaiting full-execution by the FBI. I cannot give out a billable tar code until both contracts are fully-executed and overtime can't be accrued. The Start date of the contract depends on the date that the FBI signs (DOE). As soon as I receive my originals back, I will send up copies along with the billable code.

Cindy Haider IFSP Contracts 360-596-4071 cindy.haider@wsp.wa.gov

From: Gurley, Traci (WSP)

Sent: Tuesday, September 09, 2008 12:50 PM

To: Haider, Cindy (WSP) **Subject:** MOU - Tacoma

Cindy: I have been out and so maybe missed something in the middle, but Detective



CHRISTINE O. GREGOIRE Governor



STATE OF WASHINGTON WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

August 20, 2008

Mr. Gregory Jennings Federal Bureau of Investigation 1110 Third Ave Seattle WA 98101

Dear Mr. Jennings:

Subject: WSP Contract No. C090226FED

Enclosed are two signed originals of the referenced agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed these originals, please return one fully-executed original to the following:

Ms. Cindy Haider Budget and Fiscal Services Washington State Patrol PO Box 42602 Olympia WA 98504-2602

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Hugdahl Budget and Fiscal Services

JRH:clh Enclosures

8/20/08





Budget and Fiscal Services Contract Routing Face Sheet

| Period of |
|--|
| Contract Title: Safe Streets Task Force Participation |
| The state of the s |
| |
| ☐ Payable ☒ Receivable |
| Amount: \$16,328.75 Other: |
| Scope of Work: Overtine reimbursed at corrent tederal rates. |
| |
| See CO90225 FED for MOU. |
| |
| Comments: |
| Grants and Contract Manager: |
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| Pusings Office Manager |
| Business Office Manager: |
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| BFS Administrator: M — COMMITS RESCURCES |
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| M1 - 00000 - 0000 |
| BFS Administrator: Committee C |
| BFS Administrator: Committee C |
| BFS Administrator: Committee C |
| BFS Administrator: Management Services Bureau Director: BFS Administrator: Management Services Bureau Director: |

From: Braniff, Tim (WSP)

Sent: Tuesday, July 29, 2008 2:46 PM

To: Haider, Cindy (WSP)
Cc: Drake, Randy (WSP)

Subject: RE: Safe Streets Task Force

Cindy,

Approved for signature. Also, Drake is gone, and yes assigned to the TF full-time.

Tim

From: Haider, Cindy (WSP)

Sent: Monday, July 28, 2008 3:56 PM

To: Braniff, Tim (WSP) **Cc:** Drake, Randy (WSP)

Subject: Safe Streets Task Force

Captain,

Please provide your approval for the attached MOU and CRA with the FBI. I have sent the originals to Shannon for AAG review.

Lt Drake – please confirm that Detective Code 3(c) will be assigned full-time to this task force.

Thanks,

Cindy Haider WSP Contracts 360-596-4071

cindy.haider@wsp.wa.gov

From: Lance Ladines [lance.ladines@gmail.com]

Sent: Wednesday, August 13, 2008 3:13 PM

To: Haider, Cindy (WSP)

Cc: Drake, Randy (WSP)

Subject: contract

Cindy,

I am sending this on my personal email due to a problem with the states system. Please mail any contracts that need to go to the FBI to:

Mr. Gregory Jennings 1110 Third Avenue Seattle WA 98101 206 262-2380

Thanks

Lance

From:

Haider, Cindy (WSP)

Sent:

Monday, July 28, 2008 4:28 PM

To:

Ladines, Lance (WSP)

Cc:

Drake, Randy (WSP)

Subject:

FW: Safe Streets Task Force

Hello,

Will you be able to supply me a contact name and address of which the FBI MOU and CRA need to be returned too once signed by WSP?

Safe Streets Task Force - Detective Code 3(c)



Thanks,

Cindy Haider WSP Contracts 360-596-4071 cindy.haider@wsp.wa.gov

----Original Message----From: Drake, Randy (WSP)

Sent: Monday, July 28, 2008 3:56 PM

To: Haider, Cindy (WSP)

Subject: Out of Office AutoReply: Safe Streets Task Force

I will be out of the state July 29th thru August 4th. Sgt. Lance Ladines will be in charge during my absence. He can be contacted at: lance.ladines@wsp.wa.gov

COST REIMBURSEMENT AGREEMENT

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND

WASHINGTON STATE PATROL

TASK FORCE FILE # 281D-SE-88930

| Taxpayer Identification Number: | | | | | | , P | hone Num | ber: | , tl | iat: |
|---------------------------------|---------|-----|-----|-----|-----|----------------------|----------|--------|---------|----------|
| agreed | between | the | FBI | and | the | WASHINGTON | STATE | PATROL | located | a` _, |
| | ~ | • | ~~ | | | osecution of crimes | _ | | | |
| _ | | | _ | | | nt Terrorism Task F | | | _ | |
| | | | | | , | e FBI receives autho | , , | | • | |

- 1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.
- 2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
- 3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
- 4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.
- 5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

- 6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.
- 7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.
- 8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.
- 9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2007 must be received by the FBI by December 31, 2007. The FBI is not obligated to reimburse any requests received after that time.
- 10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

| FOR THE AGENCY: | | FOR THE FBI: | | | |
|-------------------------------|------|--------------------------------------|------|--|--|
| Washington State Patrol Chief | Date | Special Agent in Charge | Date | | |
| | | Contracting Officer FBI Headquarters | Date | | |

COST REIMBURSEMENT AGREEMENT

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND

WASHINGTON STATE PATROL

TASK FORCE FILE # 281D-SE-88930

| Taxpayer Identification Number: | | | , P | hone Numl | ber: | , th | at: | | | |
|---------------------------------|---------|-----|-----|-----------|------|----------------------|-------|--------|---------|---|
| | | | | | | | | | | , |
| agreed | between | the | FBI | and | the | WASHINGTON | STATE | PATROL | located | a |
| | ~ | • | | • | - | osecution of crimes | _ | | | _ |
| _ | | | _ | | | nt Terrorism Task F | | | - | |
| | _ | | | | , | e FBI receives autho | | | • | |

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| FOR THE AGENCY: | | FOR THE FBI: | |
|-------------------------------|------|--------------------------------------|------|
| Washington State Patrol Chief | Date | Special Agent in Charge | Date |
| | | Contracting Officer FBI Headquarters | Date |

Print This Item

Status Approved
Type of Contract * Payable
WSP Contract Number K11937-2

Other Contract Number

Amendment Number 2

Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=210107

Start Date 5/6/2016

DOE

End Date 9/30/2018

End Date Options

CFDA No. QFSR Yes/No

Contract Title Security Services - WDFW

Contractor Name WDFW

Contact Name Sgt. Erik Olson / Budget Mgr - Matt Hunter Contact Telephone Number Erik - 360-704-4226 / Matt - 360-902-2835

Contact Email Address erik.olson@dfw.wa.gov / matthew.hunter@dfw.wa.gov

Contact Mailing Address 600 Capitol Way N, Olympia WA, 98501-1091

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. Ron Kessler

WSP Section/Division/Bureau SOD

Actual Costs

Current Contract Amount \$45,000.00

Amendment Amount \$20,000.00

Revised Total Amount \$65,000.00

Indirect Costs Rate

Budget Coding 001-01*-375

Revenue Coding
Billable Code
Regular Time
Overtime

Voluntary OT Mileage

Allow Leave

Captain Overtime No

Limit by Org Code Primary Org Code **External Contract**

Yes

Comments

Amendment extends the contract end date to 9/30/2017, and

rates.

I assume this should be an end date of 9/30/2018. MT

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Tanya Pierce

BFS Accounting Manager Approved

Yes

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Attachments

WDFW 16-06441 Amend 2 WSP K11937.docx

Version: 17.0

Created at 10/10/2017 10:56 AM by Cline, Karen (WSP) Last modified at 10/16/2017 10:46 AM by Cline, Karen (WSP)

WASHINGTON STATE PATROL CONTRACT AMENDMENT

The above referenced Contract between the Washington State Patrol and Washington Department of Fish and Wildlife is hereby amended as follows:

a. The amount is revised by \$20,000 and the maximum contract total is revised from \$45,000 to \$65,000.

| Budget Table | | | |
|--|--|--|--|
| Cost | Rate | Justification | |
| Fish & Wildlife Officer 2 - Step M | (\$68.52/hour x 2 Officers) \$137/hour | Using FWO 2 as a cost estimator. This is a "middle" job class between a FWO 1 and 3 (since the specific Officer to patrol has yet to be determined). | |
| Fuel & maintenance for 38' foot vessel | \$93.31/hour | This is the rate the vessel Lieutenant provided for contracts. Note; this is also the approved rate for charging NOAA for medium-range vessels. | |
| Current indirect rate | (32.46% against applicable charges through 6/30/18; \$74.76/hour | This is the current federally approved indirect rate. Subject to change every July 1. | |
| Total hourly rate through 6/30/18: | \$305.07/hour | | |

b. The contract period of performance end date is revised from September 30, 2017 to September 30, 2018.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

WASHINGTON STATE PATROL

WILDLIFE

Washington Department of FISH AND WILDLIFE

Signature Date

Date

Printed Name and Title

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K13194

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=207207

Start Date 10/1/2017

DOE

End Date 9/30/2018

End Date Options

CFDA No. 16.111

QFSR Yes/No

Contract Title DEA Tactical Diversion Squad Task Force

Contractor Name Drug Enforcement Agency

Contact Name GS Kevin Hannon

Contact Telephone Number Billing Contact: Lil Lovelace /206-281-5260

Contact Email Address Kevin.M.Hannon@usdoj.gov

Contact Mailing Address 300 Fifth Ave, Ste 1300, Seattle WA 98104

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. Mike Eggleston

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$18,042.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate

Limit by Org Code

Budget Coding TF31-001-020-00287-TF31

Revenue Coding 03-55-00TF31

Billable Code TF31
Regular Time No
Overtime Yes
Voluntary OT No
Mileage No
Allow Leave No
Captain Overtime No

Primary Org Code CA002000

Yes

External Contract

Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Renuka Sivakumar

BFS Accounting Manager Approved

Yes Yes

BFS FSP Manager Approved BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Rachel Samardich

Attachments

DEA Tactical Div Squad WSP K13194.doc

Version: 8.0

Created at 9/5/2017 11:18 AM by Cline, Karen (WSP) Last modified at 9/13/2017 1:19 PM by Cline, Karen (WSP) **External Contract**

Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Renuka Sivakumar

BFS Accounting Manager Approved
BFS FSP Manager Approved

Yes Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Rachel Samardich

Attachments

DEA Tactical Div Squad WSP K13194.doc

Version: 8.0

Created at 9/5/2017 11:18 AM by - Cline, Karen (WSP) Last modified at 9/13/2017 1:19 PM by - Cline, Karen (WSP)

Appendix E

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the State of Washington area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington, the parties hereto agree to the following:

- 1. The Tactical Diversion Squad (TDS)Task Force will perform the activities and duties described below:
- a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Washington area;
- b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
- c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.
- 2. To accomplish the objectives of the TDS Task Force, the WSP agrees to detail one (1) experienced officer to the TDS Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
- 3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4. The WSP officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
- 5. To accomplish the objectives of the TDS Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability

of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and WSP officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

- 6. During the period of assignment to the TDS Task Force, the WSP will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to WSP officer assigned to the TDS Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."
- 7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
- 10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.
- 12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will

be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Keith R. Weis

Special Agent in Charge

Date: 9-6-7017

For the Washington State Patrol

John R. Batiste

Ohief

Title

Date: 9 - 1 - 17



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLE, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
- (1) The dangers of drug abuse in the workplace:
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
- (d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

С

| (1) Obide by the terms of the statement | WSP Contract #K1319 |
|--|--|
| (1) Abide by the terms of the statement; and | |
| (2) Notify the employer in writing of his or her conviction for a | Tactical Diversion Squad Task Force |
| violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction: | 300 5 th Ave, Suite 1300 |
| no later than live calendar days after such conviction, | Seattle, WA 98104 |
| (e) Notifying the agency, in writing, within 10 calendar days | and strong and a contract of the contract of t |
| after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. | eck if there are workplaces on file that are not indentified |
| Employers of convicted employees must provide notice, including | here |
| position title, to: Department of Justice, Office of | |
| Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden- | Section 67, 630 of the regulations provides that a grantee tha |
| fication number(s) of each affected grant; | is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap- |
| | plication for Department of Justice funding. States and State |
| (f) Taking one of the following actions, within 30 calendar | agencies may elect to use OJP Form 4061/7. |
| days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— | Check if the State has elected to complete OJP Form |
| A. S. | 4061/7. |
| (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the | Name of the second seco |
| requirements of the Rehabilitation Act of 1973, as amended; or | DRUG-FREE WORKPLACE |
| 7 / | (GRANTEES WHO ARE INDIVIDUALS) |
| (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for | As required by the Drug-Free Workplace Act of 1988, and |
| such purposes by a Federal, State, or local health, law enforce- | implemented at 28 CFR Part 67, Subpart F, for grantees, as |
| ment, or other appropriate agency; | defined at 28 CFR Part 67; Sections 67.615 and 67.620— |
| (g) Making a good faith effort to continue to maintain a drug- | A. As a condition of the grant, I certify that I will not engage |
| free workplace through implementation of paragraphs (a), (b), | in the unlawful manufacture, distribution, dispensing, posses- |
| (c), (d), (e), and (f). | sion, or use of a controlled substance in conducting any activity with the grant; and |
| B. The grantee may insert in the space provided below the | sound, while grant, and |
| site(s) for the performance of work done in connection with | B. If convicted of a criminal drug offense resulting from a |
| the specific grant: | violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days |
| Place of Performance (Street address, city, county, state, zip | of the conviction, to: Department of Justice, Office of Justice |
| code) | Programs, ATTN: Control Desk, 810 Seventh Street NV., |
| | Washington, DC 20531 |
| | |
| As the duly authorized representative of the applicant. I hereby portify the | at the applicant will appeal with the above and the street |
| As the duly authorized representative of the applicant, I hereby certify the | at the applicant will comply with the above certifications. |
| | |
| Grantee Name and Address: Washington State Patrol | |
| P.O. Box 42602 | |
| Olympia, WA 98504 | |
| | |
| | |
| 2. Application Number and/or Project Name | 3. Grantee IRS/Vendor Numbe |
| 2010 | |

JASON G. BORRY - ASST. CHIEF

4. Typed Name and Title of Authorized Representative

DEA Tactical Diversion Squad Task Force

John R. Batiste, Chief – Washington State Patrol

5. Signature

6. Date

91-6001127



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the idenfication number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Tactical Diversion Squad Task Force 300 5th Ave, Suite 1300 Seattle, WA 98104

C h

eck D□if there are workplaces on file that are not indentified here

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check _____ if the State has elected to complete OJP Form 4061/7.

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As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:
 Washington State Patrol
 P.O. Box 42602
 Olympia, WA 98504

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

91-6001127

DEA Tactical Diversion Squad Task Force

4. Typed Name and Title of Authorized Representative

John R Batiste Chief - Washington State Patro

JASON G. BERRY - ASST. CHIEF

5. Signature

6 Date

9-1-17

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K13085

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=204338

Start Date 10/1/2017

DOE

End Date 9/30/2018

End Date Options

CFDA No. 16.111

QFSR Yes/No

Contract Title Spokane Task Force

Contractor Name DEA

Contact Name SAC Keith Weis, Seattle Division; Billing: Lynda Black

Contact Telephone Number Keith: 206-553-1313;

Contact Email Address LBlack@spokanecounty.org

Contact Mailing Address Billing: 1124 W Riverside Ave Ste. L300, Spokane WA 99201

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. Mike Eggleston

WSP Section/Division/Bureau IAD

Actual Costs

Voluntary OT

Current Contract Amount \$18,042.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate No.

Budget Coding TF27-001-020-0287-TF27

Revenue Coding 03-55-00TF27

Billable Code TF27
Regular Time No
Overtime Yes

Mileage No
Allow Leave No

Captain Overtime No Limit by Org Code Yes

Primary Org Code CA002000

No

External Contract

Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

Yes

Unanticipated Receipt Needed

No

Yes

Type of Receipt

Revenue

Type of Receipt

INCVCITO

Encumber Contract

BFS Fiscal Analyst Name

Renuka Sivakumar

BFS Accounting Manager Approved
BFS FSP Manager Approved

BFS Budget Manager Approved

Yes Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Robin Kleis, Captain Roger Wilbur

Attachments

Spokane DEA TF 2017-18 K13085.pdf

Version: 15.0

Created at 8/7/2017 11:42 AM by Cline, Karen (WSP) Last modified at 8/10/2017 1:22 PM by Cline, Karen (WSP)

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Spokane County and Eastern Washington, the parties hereto agree to the following:

- 1. The Spokane DEA Task Force will perform the activities and duties described below:
- a. disrupt the illicit drug traffic in the Spokane County and Eastern Washington area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.
- 2. To accomplish the objectives of the DEA Task Force, the WSP agrees to detail one (1) experienced officers to the DEA Task Force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3. The officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4. The officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
- 5. To accomplish the objectives of the DEA Task Force, DEA will assign six (6) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6. During the period of assignment to the DEA Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to the officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. *Note: Task Force Officer's*

overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

- 7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
- 10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.
- 12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

| For the Drug Enforcement Administration: Keith Weis | | Date: 9-1-2017 |
|---|---|----------------|
| Special Agent in Charge | 2 | |

For the Washington State Patrol

John R. Batiste

Chief

Date: 7-20-17



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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1. LOBBYING

As required by Section 1352. Title 31 of the U.S. Code, and implemented at 28 CFR Part 69 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall compete and submit Standard Form - LL. Disclosure of Lobbying Activities, in accordance with its Instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

RESERVENT, SUSPENSION, AND OTHER (DIRECT RECIPIENT)

As required by Executive Order 12549. Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any or the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3 DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-tree awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employees protonoviced employees must provide notice, including position title, for Department of Justice, Office of Justice Programs ATN: Control Desk 633 Indiana Avenue N.W. Washington, D.C. 2031. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
- (1) Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Renabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or renabilitation program approved for such purposes by a Federal. State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice tunding. States and State agencies may elect to use OJP Form 4061/7.

Check Γ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol 210 11th St, Room 402 Olympia, WA 98507

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Spokane DEA Task Force

C120170FED

Typed Name and Title of Authorized Representative

John R. Batiste, Chief

JASON BORFY ASST. CHIEF

7-20-17

5. Signature

6. Date

135

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

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- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal. State, or local health, law enforcement, or other appropriate agency;
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2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Spokane DEA Task Force

C120170FED

4. Typed Name and Title of Authorized Representative

John R. Batiste, Chief

JASON BORPY ASST. CHICAGE

7-20-17

5. Signature

Date

Cline, Karen (WSP)

From:

Cline, Karen (WSP)

Sent:

Thursday, August 10, 2017 3:00 PM

To:

Eggleston, Mike (WSP)

Cc:

Wilbur, Roger (WSP); Kleis, Robin (WSP); Longbotham, Katherine (WSP); Sivakumar,

Renuka (WSP); Samardich, Rachel (WSP); Kirby, Rebecca (WSP)

Subject:

EXECUTED CONTRACT: DEA/K13085

This email is sent on behalf of Ms. Rebecca Kirby:

One fully executed copy of the Spokane DEA Task Force Contract between the Washington State Patrol and the Drug Enforcement Agency, WSP Contract No. K13085, can be found in the Enterprise Contract Management System (ECMS) at the following link:

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractAttachments.aspx?contract_id=204338

To view the attachment, log in with your User ID and password, and then click the magnifying glass.

Please use the contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

Thank you,

Karen Cline

Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K13086

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=204345

Start Date 10/1/2017

DOE

End Date 9/30/2018

End Date Options

CFDA No. QFSR Yes/No

Contract Title DEA Tri-Cities Task Force
Contractor Name Drug Enforcement Agency

Contact Name GS Korey Bearden / Karen Vetsch

Contact Telephone Number 509-454-4407 ext. 222
Contact Email Address Karen.L.Vetsch@usdoj.gov

Contact Mailing Address 7601 W Clearwater Avenue, Suite 202, Kennewick WA 99336

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. Mike Eggleston

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$18,042.00

Amendment Amount

Revised Total Amount Indirect Costs Rate

Budget Coding TF28-001-020-0287-TF28

Revenue Coding 03-55-00TF28

Billable Code TF28
Regular Time No
Overtime Yes
Voluntary OT No
Mileage No
Allow Leave No
Captain Overtime No

Limit by Org Code Yes

Primary Org Code CA002000

External Contract Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Kathy Longbotham

Allotment Needed Yes
Unanticipated Receipt Needed No

Type of Receipt Revenue

BFS Budget Manager Approved Yes

Encumber Contract

BFS Fiscal Analyst Name Renuka Sivakumar

BFS Accounting Manager Approved Yes
BFS FSP Manager Approved Yes
BFS Administrator Approved Yes

Questions

Distribute Executed Copies To:

Attachments

Robin Kleis, Captain Roger Wilbur

DEA Tri-Cities FY18 K13086.docx

Version: 7.0

Created at 8/7/2017 2:09 PM by Cline, Karen (WSP) Last modified at 8/10/2017 1:22 PM by Cline, Karen (WSP)

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Tri-Cities, the parties hereto agree to the following:

- 1. The DEA Tri-Cities Task Force will perform the activities and duties described below:
- a. disrupt the illicit drug traffic in the Tri-Cities area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.
- 2. To accomplish the objectives of the DEA Tri-Cities Task Force, the WSP agrees to detail one (1) experienced officer to the DEA Tri-Cities Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4. The WSP Officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
- 5. To accomplish the objectives of the DEA Tri-Cities Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- 6. During the period of assignment to the DEA Tri-Cities Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to one (1) officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."
- 7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
- 10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.
- 12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of

the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Keith R. Weis

SAC

Date: 9-1-2017

For the Washington State Patrol:

ASSISTANT CHILF M. W umoreaux Date: 7/25/17

John R. Batiste
Chief M.W. LAMOREAUX



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69 for persons entering into a grant or cooperative agreement, over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL Disclosure of Lobbying Activities, in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all iters (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

RESPONSIBILITY MATTERSION, AND OTHER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67 for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67,510-

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convided of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

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public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezglement, theft, lorgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this coertification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subbait F, for grantees, as defined at 28 CFR Part 67 Sections 67.615, and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an on-going drug-free awareness program to inform employees about
- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4062/3 AND 4061/4 WHICH ARE OBSOLETE

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employees, of convicted employees must provide notice, including position title to Department of Justice Office of Justice Programs, ATTN. Control Desk, 633 Indiana Avenue, N.W. Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as a mended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or refrabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip

Check | It there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a Stale may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check - if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Urug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for prantees, as defined at 28 CFR Part 67, Sections 67,615 and 67,620.

A As a condition of the grant, I certify that I will not engage in the unlawful manufacture distribution, dispensing, possession or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity. I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant. I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

ASSISTANT CHIEF MARE W. LAMORENEX

Chief John R. Batiste

Mw

7/25/17

5. Signature

6. Date

7/25/17



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352. Title 31 of the U.S. Code, and implemented at 28 CFR Part 69 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) if any junds other than Federal appropriated funds have been pald or will be paid to any person for influencing or attempting to influence an officer or employee of any agenty, a Member of Congress and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or copperative agreement, the understigned shall complete and Activities, in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

RECTRECIPIENT)

As required by Executive Order 12549, Debarment and Spension, and Implemented at 28 CFR Pri 67 for prospective participants in primary covered transactions, as defined at 28 CFR Pri 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convided of or had a civil judgment rendered against them for commission of traud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anlitrust statutes or commission of embezzlement, their, torgety, bribery, falsification or destruction of records, making talse statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federat, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default, and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3 DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for granices, as defined at 28 CFR Part 67 Sections 67.615 and 67.820.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing possession, of use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4062/3 AND 4061/4 WHICH ARE OBSOLETE.

(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving folice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs ATTN: Control Desk 633 indiana Avenue, N.W. Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant; Check | if there are workplace on file that are not identified here. Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each rederal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177. (i) Taking one of the following actions, within 30 calendar days of feceiving notice under subparagraph (d)(2), with respect to any employee who is so convided-Check | if the State has elected to complete OJP Form 4061/7. (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or DRUG-FREE WORKPLACE IGRANTEES WHO ARE INDIVIDUALS) (2) Requiring such employee to participate satisfactority in a drug abuse assistance or retrablitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant, and (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant! B. if convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity. I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Place of Performance (Street address, city, country, state, zip As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. 1. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602 Grantee IRS/Vendor Number 2. Application Number and/or Project Name 91-6001127 4. Typed Name and Title of Authorized Representative ASSISTANT CHIEF MANE W. LAMORENUX Chief John R. Batiste 5. Signature

Cline, Karen (WSP)

From:

Cline, Karen (WSP)

Sent:

Friday, August 11, 2017 8:23 AM

To:

Eggleston, Mike (WSP)

Cc:

Wilbur, Roger (WSP); Kleis, Robin (WSP); Longbotham, Katherine (WSP); Sivakumar,

Renuka (WSP); Samardich, Rachel (WSP); Kirby, Rebecca (WSP)

Subject:

EXECUTED CONTRACT: DEA/K13086

This email is sent on behalf of Ms. Rebecca Kirby:

One fully executed copy of the Tri-Cities DEA Task Force Contract between the Washington State Patrol and the Drug Enforcement Agency, WSP Contract No. K13086, can be found in the Enterprise Contract Management System (ECMS) at the following link:

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractAttachments.aspx?contract_id=204345

To view the attachment, log in with your User ID and password, and then click the magnifying glass.

Please use the contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

Thank you,

Karen Cline

Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the DEA SeaTac HIDTA Task Force (Group D-22), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

| Participating Agency | Contribution |
|-----------------------------------|--------------|
| Auburn Police Department | 1 TFO |
| Federal Way Police Department | 1 TFO |
| Kent Police Department | 1 TFO |
| Port of Seattle Police Department | 1 TFO |
| Renton Police Department | 1 TFO |
| Seattle Police Department | 1 TFO |
| Tukwila Police Department | 1 TFO |
| Washington State Patrol | 1 TFO |
| | |

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive 20%

Valley Narcotics Enforcement Team shall receive 80%*

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

^{*}The equitable sharing will be disbursed per the agreed upon MOU signed by all the parent agencies participating in the Valley Narcotics Enforcement Team Task Force.

- 4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.
- 5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

| For | the | Drug | Enforcement | Administrat | ion: |
|------|------|------|-----------------|-------------------------|------|
| * 01 | LIIL | | TATE OF SERVICE | r r weet to to the feet | |

Keith Weis

Special Agent in Charge

Date: 9-1-70 17

For the Washington State Patrol:

John R. Batiste

Chief

Date:

Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (WSP).

1. The police agencies participating in the Seattle Tactical Diversion Group D-13 Task Force, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

| Participating Agency | <u>Contribution</u> | |
|---------------------------|---------------------|--|
| Seattle Police Department | 1 TFO | |
| Washington State Patrol | 1 TFO | |

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

| DEA shall receive | 20% | |
|---------------------------|-----|--|
| Seattle Police Department | 40% | |
| Washington State Patrol | 40% | |

- 3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).
- 4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.
- 5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (WSP).

1. The police agencies participating in the Seattle Tactical Diversion Group D-13 Task Force, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

| Participating Agency | <u>Contribution</u> |
|---------------------------|---------------------|
| Seattle Police Department | 1 TFO |
| Washington State Patrol | 1 TFO |

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

| DEA shall receive | 20% |
|---------------------------|-----|
| Seattle Police Department | 40% |
| Washington State Patrol | 40% |

- 3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).
- 4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.
- 5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Keith Weis

Special Agent in Charge

Date: 9-6-7017

For the Seattle Police Department:

John R. Batiste

Chief

Date:

Print This Item

Status Approved Type of Contract * Billable WSP Contract Number K13353

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 10/1/2017

DOE

End Date 9/30/2018

End Date Options

CFDA No. QFSR Yes/No

OCDETF - Code 3(f) Contract Title

Contractor Name **Drug Enforcement Agency** Contact Name Resident Agent in Charge Mark

Haigh

Contact Telephone Number

Contact Email Address

Contact Mailing Address 1124 W Riverside, Ste L300, Spokane WA 99204

BFS Contracts Specialist Name

Rebecca Kirby
Lt. 1 Tytor. Drake WSP Project Manager

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$2,500.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate

Budget Coding RED1-001-020-00287-RED1

Revenue Coding 03-55-00RED1

Billable Code RED1 Regular Time No Overtime Yes Voluntary OT No Mileage No Allow Leave No Captain Overtime No

No Limit by Org Code

Primary Org Code

External Contract Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

Revenue

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Renuka Sivakumar

BFS Accounting Manager Approved

Yes

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Robin Kleis

Attachments

OCDETF Code 3(f)

K13353.pdf

Version: 7.0

Created at 10/27/2017 11:07 AM by Cline, Karen (WSP)

Last modified at 11/13/2017 9:00 AM by Kirby, Rebecca (WSP)

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gale Ave. Box 36055 San Francisco, CA 94102

415-436-7200 Fax: 415 436 6982

November 28, 2017

Sgt. Mike Crowder Washington State Patrol 210 11th Ave. Olympia. WA 98504

Subject:

Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime

and Authorized Expense Agreement for Fiscal Year 2018

Dear Sgt. Crowder:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #:

Code 3(f)

Dates of the Agreement:

10/01/2017 through 09/30/2018 (Fiscal 2018)

Funding Amount:

\$ 2,500.00

Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.

**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director <u>prior</u> to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. <u>Any supplemental funding will</u> be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2018

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$18,042.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2017). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Brian Stretch United States Attorney

Stephanie Hinds OCDETF Regional Director Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year: 2018

State or Local Agency: Washington State Patrol

OCDETF Investigation

Code 3(f)

Funding Amount:

\$2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

| | | _ |
|------|-----------------------------------|---|
| Date | Signature of State/Local Official | |
| | | _ |
| | Print Name/Title | |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2018 Agreement FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

| Federal Tax Identification #: Code 45 | DC#: T-32- |
|---|---|
| Amount Requested: \$ 2,500.00 | OCDETF Investigation / Strategic Initiative Number: Code 3(f) |
| Number of Officers Listed: 1 | Operation Name: |
| From: October 1, 2017 Beginning Date of Agreement | Federal Agency Investigations: Number: Code 3(f) |
| State or Local Organization Narcotics Supervisor: Sgt. Mike Crowder Telephone Number: 340 594 4/045 E-mail Address: mcrowder@grantcountywa.gov | State or Local Organization Name: Washington State Patrol Address to receive OCDETF paperwork (no PO Boxes): ATTN: Lt. Mike Eggleston 210 11th Ave SW Olympia WA 98501 |
| Sponsoring Federal Agency(ies): DEA Spokane | Sponsoring Federal Agency Group/Squad Supervisor: GS Mark Haigh Telephone Number: (509) 353-2964 E-mail Address: Mark.T.Haigh@usdoj.gov |
| Please provide the name, telephone number, e- financial staff person at the State or Local Orga the billing on the Reimbursement Request: | -mail address, and fax number for the anization, who is directly responsible for |
| Name: Robert L. Maki Telephone Number: (360) 596-4045 E-mail Address: Bob.Maki@wsp.wa.gov | |
| Agreement (FV18) Page 1 | |

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

- 1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2018.
- 2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed\$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
- 3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
- 4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
- 5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

Agreement (FY18), Page 2

- 6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
- 7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
- 8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
- 9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
- 10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
- 11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
- 12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

- 13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
- 14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
- 15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
- 16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
- 17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
- 18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
- 19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

- 20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
- 21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
- 22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
- 23. Restrictions: Benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

| Approved By: | Morz | 1351. CHIEF Tille | 10-26-17 |
|-----------------|---|-------------------------------|-------------|
| | Authorized State or Vocal Official | Title | Date |
| | TASON BEALY Print Name | _ | |
| Approved By: | Sponsoring Federal Agency Special Age | L, Spokane DEA | 10-31-17 |
| | Sponsoring Federal Agency Special Age | nt in Charge or Designee | Date |
| | Mark Hoigh Print Name | | |
| | | | |
| | | | . 4 . 5 |
| Approved By: | K Eik Ellenes Sponsoring Agency Regional OCDETF | Minute | 11-697 |
| | Sponsoring Agency Regional OCDETF | Coordinator | Date |
| Approved By: | | 100 | |
| | Assistant United States Attorney Kegiona | al OCDETF Director | > Date |
| | | | |
| | s are encumbered for the State or I | - | |
| expense/Stra | tegic Initiative Programs specified | above. Subject to availabilit | y of funds. |
| Funds Certified | | | |
| | OCDETF Executive Office | | Date |
| Approving Offi | rial: | 4 | |
| ripproving Om | OCDETE Executive Office | | Data |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

| OCDETF Investigation / Strateg | ic Initiative Number: Code 3(f) | _ |
|-------------------------------------|--|-------------------------|
| Investigation or Strategic Initiati | isted below will assist with the above identification of the list of Law Enford of the parties to this Agreement, made a page OCDETF Executive Office. | rcement officers |
| NAME | TITLE/RANK | <u>DOB</u> |
| 1. Code 3(c) | Detective | ^{Code 25} (25) |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Agreement (FY18), Page 7

ADDENDUM A OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

- 1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.
- 2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation' by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.*, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be APPROVED IN ADVANCE of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged:

| Anthorized Store or Local Official Title Date (Name and Signature)

Agreement (FY18), Page 8

ADDENDUM B OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

| State or Lo | ocal Agency | Narcotics Supervisor: | Lt. MIKE | e Egglesta | \wedge |
|-------------|-------------|-----------------------|----------|------------|----------|
| Address: | PO B | ×42634 | | JJ. | |
| | DUM | piacion 45 | 504 | | |

- 2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
- 3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
- 4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
- 5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
- 6. OCDETF State and Local Overtime funds are not to be used for:
 - a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
- 7. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$ 18,042.00 from any Federal source this fiscal year.

Acknowledged:

Authorized State or Local Official

Title

Die

Agreement (FY18), Page 9

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol
Address: PO Box 42602
Olympia WA 98504-2602
Taxpayer ID Number: Code 45

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(C)
Type of Account: (checking/savings) checking

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Alaine Johnson Telephone Number: (360) 596-4033

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING

UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:

2018

State or Local Agency:

Washington State Patrol

OCDETF Investigation

Code 3(f)

Funding Amount:

\$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab

OCDETF - United States Attorney's Office

450 Golden Gate Ave.

Box 36055

San Francisco, CA 94102

Date

Signature of State/Local Official

Print Name/Title

12/11/17



JOHN R. BATISTE Chief

STATE OF WASHINGTON WASHINGTON STATE PATROL

PO Box 42634 • Olympia WA 98504 • (360) 704-2400 • www.wsp.wa.gov

October 24, 2017

Mr. Mark T. Haigh Resident Agent in Charge Drug Enforcement Administration Spokane Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f)

RAC Haigh:

Washington State Patrol (WSP) requests that WSP Detective Code 3(C) assigned to the Interagency Narcotics Enforcement Team (INET) and assisting with Operation Red File Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to INET, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2422.

Sincerely,

Acting Captain Mike Eggleston Investigative Assistance Division

ME:rmk







STATE OF WASHINGTON WASHINGTON STATE PATROL

PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 24, 2017

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Detective Code 3(C) Shield who is currently assigned to the Interagency Narcotics Enforcement Team (INET). Detective was hired with WSP in February 1999.

The Washington State Patrol has reviewed the character and internal personnel files for Detective and it confirms that Detective is suitable for assignment with the DEA OCDETF and that it is not aware of any potential impeachment information regarding Detective including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Detective has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Detective Code 3(c) is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Detective Code 3(c) that are relevant to the DEA's consideration of the request for deputation.

If you have any questions, please feel free to contact me, at (360) 704-2422.

Sincerely,

Acting Captain Mike Eggleston Investigative Assistance Division

ME:rmk

MANUED



Print This Item

Status Approved Type of Contract * Billable

WSP Contract Number K13389 / K13389-1

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 12/1/2017

DOE

End Date 10/31/2020

End Date Options

CFDA No. QFSR Yes/No

Contract Title Flight Simulator/Instructor Pilot

Services

Contractor Name Washington State Department of

Fish and Wildlife

Contact Name Mr. Martin Kimbrel
Contact Telephone Number 360-753-4717

Contact Email Address Martin.Kimbrel@dfw.wa.gov
Contact Mailing Address 600 Capitol Way N, Olympia WA

98501-1091

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. Jim Nobach

WSP Section/Division/Bureau SOD Actual Costs Yes

Current Contract Amount Amendment Amount Revised Total Amount Indirect Costs Rate

Budget Coding SIM01 081 030 00120 SIM01

Revenue Coding

Billable Code SIM01 Yes Regular Time Overtime Yes Voluntary OT No Mileage No Allow Leave No Captain Overtime No Yes Limit by Org Code

Primary Org Code CD000000
External Contract Yes

Comments The original contract was

already executed, so I'm

including it with the \$15.00/hr

fee along with the

Amendment showing the rate change. Per current fee study

(Jan. 2018) rate will be

\$13.00/per hour.

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt Interagency Reimbursement

BFS Budget Manager Approved Yes

Encumber Contract

BFS Fiscal Analyst Name Allison Plant

BFS Accounting Manager Approved Yes
BFS FSP Manager Approved Yes
BFS Administrator Approved Yes

Questions

Distribute Executed Copies To: Brenda Biscay, Trang Le

Attachments Simulator Fee Study January

2018.docx

WDFW Fligh Sim Inst Pilot WSP

K13389.docx

WDFW Flight Sim Amend 1 WSP

Close

K13389.docx

Version: 23.0

Created at 12/6/2017 1:29 PM by Cline, Karen (WSP)

Last modified at 3/1/2018 11:23 AM by Cline, Karen (WSP)

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT

| WSP Contract No. | | |
|--------------------|-----|--|
| K13389 | * . | |
| Other Contract No. | | |

| INTERAGENCY AGREEMENT | Other Contract No. | | | |
|---|--|--|--|--|
| FLIGHT SIMULATOR / INSTRUCTOR PILOT | 17 25251 | | | |
| <u>SERVICES</u> | 17-09851 | | | |
| This Agreement is between the State of Washingt Agency identified below, and is issued pursuant to the | on, Washington State Patrol (WSP) and the Public e Interlocal Cooperation Act, chapter 39.34 RCW. | | | |
| PUBLIC AGENCY NAME | Statewide Vendor Registration Number | | | |
| Washington Department of Fish and Wildlife 600 Capitol Way N Olympia WA 98501-1091 | SWV 000-7592-00 | | | |
| Public Agency Project Manager Contact Info | Public Agency Administrative Contact Info | | | |
| Mr. Martin Kimbrel | Ms. Wendy Kovach | | | |
| 360-753-4717 | Grants & Contracts Coordinator 360-902-8360 | | | |
| Martin.Kimbrel@dfw.wa.gov | Wendy.Kovach@dfw.wa.gov | | | |
| WSP CONTAC | T INFORMATION | | | |
| WSP Project Manager Name and Title | WSP Project Manager Address | | | |
| Lt. Jim Nobach | 7525 Old Highway 99 SE | | | |
| Talaahana | Olympia WA E-mail Address | | | |
| Telephone 360-753-6173 | Jim.Nobach@wsp.wa.gov | | | |
| WSP Administrative Contact Name and Title | /SP Administrative Contact Address | | | |
| Rebecca Kirby, Contracts Specialist | PO Box 42602 | | | |
| | Olympia WA 98504-2602 | | | |
| Telephone | E-mail Address | | | |
| 360-596-4071 | Rebecca.Kirby@wsp.wa.gov | | | |
| FEDERAL ASSISTA | ANCE INFORMATION | | | |
| Is the Public Agency a sub-recipient of federal assistance for the agreement? | purposes of this CFDA Number(s) | | | |
| Federal Grant Award Name | Federal Grant Award Number | | | |
| | | | | |
| Is this agreement funded by a federal award for research and dever Yes No | relopment? Federal Award Year | | | |
| | | | | |
| Agreement Start Date DØE 2 1 17 Agreement E | | | | |
| This Agreement, including the attached Terms and Conditions a | | | | |
| | understandings or representations, oral or otherwise, regarding the latter than the parties. The parties signing below warrant that they have read | | | |
| subject matter of this Agreement shall be deemed to exist or bind | understandings or representations, oral or otherwise, regarding the different the parties. The parties signing below warrant that they have read to this Agreement. FOR THE PUBLIC AGENCY: | | | |
| subject matter of this Agreement shall be deemed to exist or bind and understand this Agreement and have the authority to enter in | understandings or representations, oral or otherwise, regarding the different the parties. The parties signing below warrant that they have read to this Agreement. | | | |
| subject matter of this Agreement shall be deemed to exist or bind and understand this Agreement and have the authority to enter in FOR THE WASHINGTON STATE PATROL: | understandings or representations, oral or otherwise, regarding the difference that the parties. The parties signing below warrant that they have read to this Agreement. FOR THE PUBLIC AGENCY: Public Agency Signature Date | | | |
| subject matter of this Agreement shall be deemed to exist or bind and understand this Agreement and have the authority to enter in FOR THE WASHINGTON STATE PATROL: | understandings or representations, oral or otherwise, regarding the different the parties. The parties signing below warrant that they have read to this Agreement. FOR THE PUBLIC AGENCY: | | | |



The determination of the Dispute Board shall be final and binding to all parties to this Agreement. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

- 10. Indemnification. The Purchaser shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser. WSP shall be responsible for and shall indemnify and hold the Purchaser harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
- 11. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 12. Inspection; Maintenance of Records. During the term of this Agreement and for one year following termination or expiration of this Agreement, the Purchaser shall give reasonable access to the Purchaser's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Purchaser's place of business and its records, and monitoring, auditing and evaluating the Purchaser's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Purchaser shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Purchaser's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Purchaser's invoices to WSP and all expenditures made by the Purchaser to perform as required by this Agreement.

13. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules; Exhibit A, Statement of Work; Exhibit B, Budget Any other provision of this Agreement; and Any document incorporated by reference.

- 14. Personnel. WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
- 15. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Purchaser. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

STATEMENT OF WORK

- Statement of Work. Based on availability, WSP will provide flight simulator services to the Purchaser when requested. Additionally when requested and based on availability of WSP Instructor Pilots, WSP will provide ground and simulator flight training.
- 2. Flight Simulator Requests. WSP Aviation would like all requests to be made by the Purchaser at least five (5) business days in advance; however the WSP may be able to respond to requests for flight simulator usage with at least twenty-four (24) hours advance notice from the Purchaser. Staffing permitting, WSP will attempt to respond to unscheduled flight simulator requests within twelve (12) hours or during normal business hours within two (2) hours.
- 3. Instructor Pilot Requests. The Purchaser shall make all requests to WSP at least five (5) business days in advance of scheduled flight simulator dates; however the WSP may be able to respond to requests with at least twenty-four (24) hours advance notice from the Purchaser.

To make flight simulator or instructor pilot reservations contact: Ms. Brenda Biscay at 360-753-6173 or Brenda.Biscay@wsp.wa.gov and provide the following information:

- The WSP Contract Number (listed on the cover sheet, page 1).
- Name, telephone number, and email for the requestor.
- The appointment date(s) and time(s) needed.
- Name of each attendee (must be purchaser employee(s) with proper identification).
- 4. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Aviation Section User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement. WSP may charge a \$50 cancellation fee if the Purchaser cancels a flight within twenty-four (24) hours from the scheduled time.
- **5. Flight Simulator.** The flight simulator will be billed by clock time based on the startup and shutdown of the main flight simulator computer rounded to the nearest 10th of an hour. The flight simulator will be billed at a rate of \$15.00 per hour. The flight simulator will be billed at a minimum of one (1) hour.
- 6. Instructor Pilot Salaries and Benefits. Regular and overtime salary and benefits for actual hours worked by Instructor Pilot(s) during this Agreement to include time spent for facility management while the flight simulator is in use by the purchaser after normal business hours.
- 7. Indirect Costs. Indirect costs will be applied against direct costs charged to the Purchaser under this Agreement at WSP's current federally approved indirect rate.

Flight Sim Instruc Pilot SOW Rev 11-2-17

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K13677

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 10/1/2017

DOE

End Date 9/30/2018

End Date Options

CFDA No. 16.111

QFSR Yes/No

Contract Title Marijuana Eradication 2017
Contractor Name Drug Enforcement Agency

Contact Name Matt Duran
Contact Telephone Number 425-387-5738

Contact Email Address Matthew.L.Duran@usdoj.gov
Contact Mailing Address 300 5th Avenue, Suite 1300,
Seattle WA 98104-2398

BFS Contracts Specialist Name Rebecca Kirby

WSP Project Manager Captain Roger Wilbur

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$325,000.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate

Budget Coding MJ18-001-020-00285-MJ18

Revenue Coding 03-16-00MJ18

Billable Code MJ18
Regular Time No
Overtime Yes
Voluntary OT No
Mileage No
Allow Leave No

Captain Overtime No

Limit by Org Code No

Primary Org Code

External Contract Yes

Comments Final report is due ten days after

the grant term (9/30/18), but BFS won't have final

numbers until 10/12/18 after AFRS closes. Therefoe, the data won't be available until October

15. MT

DEA is okay with this. rk

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt

BFS Budget Manager Approved Yes

Encumber Contract

Renuka Sivakumar BFS Fiscal Analyst Name

BFS Accounting Manager Approved Yes BFS FSP Manager Approved Yes **BFS Administrator Approved** Yes

Questions

Distribute Executed Copies To: Robin Kleis

DEA DCESP LOA 2018-124 WSP **Attachments**

K13677.pdf

Close

Version: 8.0

Created at 3/19/2018 10:01 AM by Cline, Karen (WSP)

Last modified at 4/12/2018 10:14 AM by Kirby, Rebecca (WSP)



U.S. Department of Justice Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2018-124

This Letter of Agreement (LOA) is entered into between the *WASHINGTON STATE PATROL*, hereinafter referred to as (*THE AGENCY*), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Washington*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of Washington*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and *THE AGENCY* is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

- 1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of Washington*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of *THE AGENCY's* program with respect to those activities by such personnel shall be solely at *THE AGENCY's* discretion, subject to appropriate limitations contained in the budget adopted by *THE AGENCY*, except that *THE AGENCY* understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to *THE AGENCY* Federal funds in the amount of **THREE HUNDRED TWENTY-FIVE DOLLARS** (\$325,000.00) for the period of October 1, 2017 to September 30, 2018, to defray costs relating to the eradication and suppression of illicit cannabis.

- 3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. THE AGENCY understands and agrees that Federal funds provided to THE AGENCY under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to THE AGENCY under this Agreement for activities on Federal land, THE AGENCY agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of THE AGENCY's presence on Federal land.
- 4. The Federal funds provided to *THE AGENCY* are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the

normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund". [Agency Initials_____]

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with *THE AGENCY* or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

- 5. In compliance with Section 623 of Public Law 102-141, *THE AGENCY* agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless *THE AGENCY*:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

- 6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, THE AGENCY shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. THE AGENCY agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
- 7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of *THE AGENCY*'s personnel engaged in illicit cannabis eradication under this Agreement, *THE AGENCY* will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

- 8. Payment by DEA to *THE AGENCY* will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by *THE AGENCY* of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to *THE AGENCY* under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to *THE AGENCY* during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.
- 9. It is understood and agreed by THE AGENCY that, in return for DEA's payment to THE **AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of THE AGENCY under the single audit requirement is FY-18 (10/01/2017 through 09/30/2018).
- 10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax

or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting *THE AGENCY* to payment by reimbursement on a cash basis.

- 11. THE AGENCY shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. THE AGENCY shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
- 13. THE AGENCY agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). THE AGENCY acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
- 14. Employees of *THE AGENCY* shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between *THE AGENCY* and DEA.
- 15. THE AGENCY shall be responsible for the acts or omissions of THE AGENCY's personnel. THE AGENCY and THE AGENCY's employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of Washington resulting from the DCE/SP funded by DEA.

- 16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
- 17. Within ten (10) days after termination of the Agreement, *THE AGENCY* will prepare a July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.
- 18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.
- 19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by *THE AGENCY* within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by *THE AGENCY* during the terms of this Agreement. In no event shall *THE AGENCY* incur any new obligations during the period of notice of termination. *THE AGENCY* shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
- 20. *THE AGENCY* must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. First, *THE AGENCY* must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). Second, *THE AGENCY* must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

| Letter of Agreement No. 2018-124 | | Page | 8 \$ |
|--|-------------------|--------------------------------|------|
| THE AGENCY's current DUNS No. is 8 | 08883854 | | |
| THE AGENCY's opportunity to enter int funds expires ninety days from date of iss | | | ıl |
| THE WASHINGTON STATE PATRO |)L | | |
| Printed Name & Signature: Jason | BENRY - | Mby (Blue Ink Only) | |
| Printed Name & Signature: Jason Title: ASST. CHIEF | / | Date: 3-22-18 | |
| Agency, please submit original signed LC Contractor. | | | |
| DRUG ENFORCEMENT ADMINIST | | | |
| Printed Name & Signature: K | | (Blue Ink Only) | |
| Special Agent in Charge - Seattle Field D | | | |
| SAC, please submit original signed LOA | & associated pap | perwork to your Fiscal Office. | |
| DEA DIVISIONAL FISCAL CLERK BOTTOM OF THIS SECTION | MUST INPUT I | INTO UFMS & COMPLETE THE | t |
| ACCOUNTING CLASSI | IFICATION/OBL | LIGATION NUMBER: | |
| 2018/AFF-B-OP/OM/8410000/DEA-JLE/ | DCE: | | |
| | | | |
| UFMS Input Date: | | | |
| DNO No. | DDP No | | |
| Printed Name: | Signature: | Charles D. Ellis | |
| Fiscal, please submit original signed LO. Contractor. | A & associated pa | paperwork to your DEA Regional | |

| Letter of Agreement No. 2018-124 | Page 8 |
|--|---|
| THE AGENCY's current DUNS No. is 8 | 308883854 |
| | to this Agreement with DEA and to receive the Federal suance. Agreement issued on 12/20/2017. |
| THE WASHINGTON STATE PATRO | OL / / |
| Printed Name & Signature: Jason | Benky My (Blue Ink Only) |
| Title: ASST. CHIEF | Date: 3-22-18 |
| Agency, please submit original signed LC Contractor. | OA & associated paperwork to your DEA Regional |
| DRUG ENFORCEMENT ADMINIST | RATION |
| Printed Name & Signature: K | (Blue Ink Only) |
| Special Agent in Charge - Seattle Field D | |
| SAC, please submit original signed LOA | & associated paperwork to your Fiscal Office. |
| DEA DIVISIONAL FISCAL CLERK BOTTOM OF THIS SECTION | MUST INPUT INTO UFMS & COMPLETE THE |
| ACCOUNTING CLASS | IFICATION/OBLIGATION NUMBER: |
| 2018/AFF-B-OP/OM/8410000/DEA-JLE/ | DCE: -25205-DCESP-DCE-8410000 |
| UFMS Input Date: 03/27/2018 | DNC No. D-18-SE-0012 |
| DNO No. D-18-SE-0227 | DDP No. D-18-DSE-036938 |
| Printed Name: Charles D. Ellis | Signature: Charles D. Ellis |
| Fiscal, please submit original signed LO. | A & associated paperwork to your DEA Regional |

Contractor.



U. S. Department of Justice

Drug Enforcement Administration Investigative Support Section DEA Headquarters

www.dea.gov

October 1, 2017

All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Washington State Treasurer/State Patrol Agency Name on Bank Account: Code 51 Account Number: **US Bank** Name of Bank/Financial Institution: Olympia, WA Address of Bank/Financial Institution: **Evangeline Abanes** Telephone Number of Bank/Financial Institution: 1-800-346-2249 Contact Person of Bank/Financial Institution: 123000848 Bank/Financial Institution ABA Number: Washington State Patrol/2018-124 State-Local Agency Name / LOA Number:

Robert Maki, Chief Financial Officer

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency/Representative

Investigative Support Section DEA Headquarters



U.S. Department of Justice Office of Justice Programs Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69. "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100.000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL. "Disclosure of Lobbying Activities." in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency:
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

- public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- (b) Establishing an on-going drug-free awareness program to inform employees about--
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs: and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21. A-87. A-110, A-122, A-133: E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR. Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

- It possesses legal authority to apply for the grant, that a resolution, motion or 10.
 similar action has been duly adopted or passed as an official act of the applicant's
 governing body, authorizing the filing of the application, including all
 understandings and assurances containedtherein, and directing and authorizing
 the person identified as the official representative of the applicant to act in
 connection with the application and toprovide such additional information may
 be required.
- It will comply with requirements of the provisions of the Uniform Relocation
 Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which
 provides for fair and equitable treatment of persons displaced as a result of
 Federal and federally assisted programs.
- It will comply with provisions of Federal law which limit certain political
 activities of employees of a State or local unit of government whose principal
 employment is in connection with an activity financed in whole or in part by
 Federal grants. (5 USC 1501, et seq.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
- 8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14. approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

- It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
- It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-mmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended: Section 504 of the Rehabilitation Act of 1973, as amended: Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Agency Name & LOA Numb

Date:

Date

Agency Name & LOA Number: Washington State Patrol/2018-124

| Checkif there are workplaces on file that are not identified here. Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap- | | | | |
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| As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620 | | | | |
| A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and | | | | |
| B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity. I will report the conviction, in writing, within 10 calendar days | | | | |
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Signature

3-22-18 Date

Agency Name & LOA Number: Washington State Patrol/2018-124

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| t the applicant will comply with the above certifications. | | | | |
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| 3. Grantee IRS/Vendor Number | | | | |
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| REQUEST FOR ADVANCE | | | a. ✓ one or bot | | 2 BASIS | S OF REQUEST | 7.5.55 | |
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| (Se | e instructions on ba | ock) | PAYMENT REQUESTED | b. ✓ the app ic | able box PARTIAL | _ | ACCRUAL | |
| FEDERAL SPONSORIN TO WHICH THIS REPO | | SANIZATIONAL ELEMENT | IDENTIFYIN | GRANT OR OTHER | | | TAL PAYMENT REQ BER FOR THIS REQ | |
| DRUG ENFORCE | EMENT ADM | INISTRATION | 8Y FEDERA 2018-1 | | | | | |
| 6. EMPLOYER IDENTIFICA | | NT'S ACCOUNT NUMBER | 8. | | ERED BY THIS REQ. | JEST | | |
| Code 45 | | FROM (MM-DI | • | 0/01/2017 | TO (MM | DD-YYY) 09/30 | /2018 | |
| 9. RECIPIENT ORGANIZAT | NON | | 10. PAYEE (M | Vhere check is to b | e sent if different than Ite | m 9) | | |
| Name: | AI ADDDEOO | | Name: | | | | | |
| Number Was and Street: 106 | N ADDRESS shington State 11th Ave SW npia WA 985 | e Patrol /, Ste. 4100 | Number and Street: | | | | | |
| City, State and ZIP Code: | | | City, State and ZIP Code | e: | | | | |
| 11. | COMPUTATIO | N OF AMOUNT OF | REIMBURS | SEMENTS/A | OVANCES REQU | ESTEC |) | |
| PROGRAMS/FUNCTIONS/ | | Original Letter of Agreement | | | | | TOTAL | |
| a. Total program outlays to date | (As of date) | \$ 325,000.0 | 0 | | | | \$ 325,0 | 00.00 |
| b. Less: Cumulative program | m income | | | | | | | 0.00 |
| c. Net program outlays (Lir fine b) | ne a minus | \$ 325,000.0 | 0 | 0.00 | | 0.00 | \$ 325,0 | 00.00 |
| Estimated net cash outlay period | ys for advance | | | | | | | 0.00 |
| e. Total (Sum of lines c & d | () | \$ 325,000.0 | 0 | 0.00 | 0.0 | 0 | \$ 325,0 | 00.00 |
| f. Non-Federal share of amo | unt online e | | | | f | | | 0.00 |
| g. Federal share of amount of | on line e | \$ 325,000.0 | 0 | | | | \$ 325,0 | 00.00 |
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| 12. | | ALTERNATE COM | PUTATION | FOR ADVA | ICES ONLY | | | |
| a. Estimated Federal cash o | utlays that will be mad | e during period covered by the | e advance | | | \$ | | |
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13.

CERTIFICATION

I certify that to the best of my knowledge and belief the data on who wheege are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST

TYPED OR PR

TELEPHONE (AREA CODE NUMBER AND EXTENSION)

Jason G. Berry, Assistant Chief

360-596-4109

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate of any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004). Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

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- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will over. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

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activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

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DEPARTMENT OF THE NAVY

Commander, Navy Region Northwest 1100 Hunley Road, Silverdale, WA 98315-1100

Naval Criminal Investigative Service Northwest Field Office 1003 Sunfish Drive, Silverdale, WA 98315

STATE OF WASHINGTON

Washington State Patrol

106 11th Avenue SW, Suite 4100, Olympia WA 98504-2634

COMNAVREG NW 7050

Ser N8/

NCIS NW 7050 Ser/0832

MEMORANDUM OF UNDERSTANDING BETWEEN

COMMANDER, NAVY REGION NORTHWEST

AND

NAVAL CRIMINAL INVESTIGATIVE SERVICE NORTHWEST FIELD OFFICE AND

WASHINGTON STATE PATROL

Subj: MEMORANDUM OF UNDERSTANDING WITH WASHINGTON STATE PATROL SPECIAL WEAPONS AND TACTICS TEAM SUPPORT

Ref:

- (a) DoD Instruction 4000.19 of 25 April 2013
- (b) SECNAVINST 5430.107
- (c) SECNAVINST 5820.7C
- (d) OPNAVINST 5530.14E
- (e) MOU N68742-20100116-0069
- 1. Purpose. This Memorandum of Understanding (MOU) is established between Commander, Navy Region Northwest (COMNAVREG NW), Naval Criminal Investigative Service Northwest Field Office (NCIS), and the Washington State Patrol (WSP) per references (a) through (d). It describes the general understanding between the parties as it pertains to WSP Special Weapons and Tactics (SWAT) support of COMNAVREG NW naval activities and supported commands in the event of crisis management situations. When signed, this MOU supersedes reference (e).

Background 2.

a. COMNAVREG NW has overall responsibility for the security of Navy installations and resources within its area of responsibility. Installation commanding officers are

responsible for taking reasonably necessary and lawful measures to maintain law and order, and to protect installation personnel and property.

- b. Other MOUs provide for initial response of local county or city SWAT, Emergency Response Team (ERT), or tactical unit support. This MOU is limited to situations where local SWAT, ERT, or tactical unit support is not available or additional SWAT support from WSP SWAT is necessary.
- c, COMNAVREG NW has a regularly assigned security force comprised of Navy civil service/contractor personnel at the installations/sites identified in paragraph 3 below (with exception of Pacific Beach, the Smokey Point complex, and Outlying Field (OLF) Coupeville). These security forces operate under the respective installation commanding officer and perform general law enforcement and internal security duties.
- d. Each installation has an Auxiliary Security Force (ASF) comprised of naval personnel assigned additional duties to augment regularly assigned security forces in the internal security role. All regularly assigned security forces and ASF personnel are armed.
- 3. <u>Scope</u>. Naval installations/sites supported by this MOU include, but are not limited to, the following:
- a. Naval Hospital (NAVHOSP) Bremerton: Primary SWAT response provided by Kitsap County.
- b. Naval Base Kitsap (NBK)-Bangor, Bremerton, Keyport and Manchester: Primary SWAT response provided by Kitsap County.
- c. Naval Magazine (NAVMAG) Indian Island: Primary SWAT response provided by Kitsap County.
- d. Naval Air Station (NAS) Whidbey Island (Ault Field Sea Plane Base and Navy OLF Coupeville): Primary SWAT response provided by WSP.
- e. Naval Station (NAVSTA) Everett to include Naval Radio Station Jim Creek, Pacific Beach resort, and the Smokey Point complex: Primary SWAT response at NAVSTA Everett provided by City of Everett; primary SWAT response at Jim Creek and Smokey Point provided by Snohomish County, and primary SWAT response at Pacific Beach provided by WSP.

4. General Understanding of the Parties

- a. WSP staff providing services under the terms of this MOU shall be under the direct command and control of the WSP chief or their designee and shall perform their duties in a manner consistent with WSP policy and regulation, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The WSP chief or designee has complete discretion to assign personnel to perform responsibilities under this MOU.
- b. The WSP SWAT team will coordinate with NCIS and the COMNAVREG NW counter terrorism program manager to conduct a minimum of one hostage barricade exercise per year on a COMNAVREG NW installation. Additional training may be conducted by agreement between NCIS, COMNAVREG NW counter terrorism manager, and the WSP upon approval of the installation's commanding officer.
- c. The Federal Bureau of Investigation (FBI) is the lead federal agency involving any terrorist act and has primary jurisdiction to investigate criminal acts on federal or military property. WSP may be asked to provide SWAT team response backup to support the FBI SWAT team, if needed, or to provide primary support if the FBI is not readily available.
 - d. Requests for services will be handled as follows:
- (1) All requests for and WSP SWAT services shall be made by the installation commanding officer through NCIS, who will contact the WSP district commander, the WSP Investigative Assistant Division (IAD) commander, or WSP Tacoma communications center. The installation commanding officer will notify the installation security officer and the Regional Operations Center whenever SWAT support is requested.
- (2) Upon WSP command authorization, the SWAT team commander or his/her designee shall obtain relevant information from the requesting installation security officer and mobilize the team as necessary and notify the affected district commander and communications supervisor.

5. Responsibilities

- a. Installation commanding officers are responsible for the overall management of security issues within the installation and will:
- (1) Provide threat analysis as needed for hostagebarricade response planning. WSP SWAT may conduct further analysis of threat areas as required.
- (2) Ensure each installation security officer acts in concert with WSP SWAT to establish outer security perimeter, traffic control, evacuation procedures, and other command security functions.
- (3) Provide the WSP commander with technical advisors (e.g., medical, public works, etc.) as needed during a response situation.
 - (4) Provide logistics support to include:
- (a) Security measures to protect vehicles and equipment not in use.
- (b) Equipment to enable the WSP SWAT team to communicate with the installation commanding officer and security forces, and if necessary, the regional commander via the Region Operations Center.
 - (c) Appropriate rehearsal area.
- (d) Necessary maps, drawings, and data related to the installation and affected property/buildings.

b. NCIS will:

- (1) Employ the NCIS Crisis Negotiation team negotiators in conjunction with the WSP SWAT Crisis Negotiation team as necessary in the event of SWAT deployment.
- (2) Provide negotiator team support in the event of a hostage-barricade situation, advise installation commanding officers and security personnel, gather and share intelligence, liaise with other law enforcement agencies, investigate the underlying incident, and take custody of suspects, as authorized by reference (b).
 - c. WSP will:

- (1) Upon arrival at the scene, WSP district commanders will assume the role of Incident Commander and be responsible for the overall management of operations involving incidents requiring a SWAT team response, including determining strategy and coordination of agency responses.
- (2) The responding WSP district commander will coordinate and align SWAT team actions and strategies with the affected installation commanding officer and security personnel.
- (3) SWAT team commanders or their designee shall have full command and control of WSP SWAT tactical operations, including the determination of the team's capabilities/limitations, and team deployment.
- (4) The WSP crisis negotiation team will work in concert with the NCIS negotiator team to support the WSP SWAT team.
- (5) The WSP SWAT team will provide weapons and equipment necessary to gain entry in a barricade situation. WSP SWAT team weapons and equipment shall be transported to the incident facility in WSP vehicles.
- (6) The WSP will conduct joint investigations with NCIS when WSP SWAT team members are used for incident response.
- (8) The use of lethal force by WSP SWAT shall conform to existing WSP rules and regulations. In the instances where there is an imminent threat of loss of life to any individual, the WSP SWAT commander or designee shall determine the appropriate use of force.
- (9) The participating WSP district commander/WSP SWAT command shall coordinate any use of force strategy with the installation commanding officer, except use of force required for self-defense and defense of others.

6. Coordination Requirements

- a. The installation security on-scene commander will notify the Region Dispatch Center (RDC) when WSP SWAT has been requested.
- b. WSP will notify the RDC once they are en route to receive installation access information and any escort requirements.

- Subj: MEMORANDUM OF UNDERSTANDING WITH WASHINGTON STATE PATROL SPECIAL WEAPONS AND TACTICS TEAM SUPPORT
- c. The RDC will notify the installation security on-scene commander that WSP SWAT is en route and the estimated time of arrival.
- d. The RDC will dispatch a security unit to escort WSP SWAT to the scene upon arrival at the designated installation access point if required.
- e. The installation security on-scene commander will provide radios to WSP SWAT team upon arrival at the scene. The radio channels will include talk groups for communications with NCIS, the Incident Commander, Navy security forces, installation security officers, and the RDC.
- f. The installation security on-scene commander will provide a comprehensive briefing to the arriving WSP SWAT units prior to WSP SWAT assuming control of the scene.

7. Points of Contact:

a. COMNAVREG NW Support Agreement Analyst:
Melody Yamanaka, (360) 396-1928
Email: melody.yamanaka@navy.mil

b. COMNAVREG NW:

RDC, (360) 315-4064
COMNAVREG NW Security Office, (360) 315-5312
NBK-Bangor Security Watch Commander, (360) 340-2693
NBK-Bremerton Security Watch Commander, (360) 914-7882
NAVMAG II Command Duty Officer, (360) 340-1984
NASWI Security Watch Commander, (360) 257-3893
NAVSTA Everett Security Watch Commander, (425) 304-3212

c. NCIS:

NCIS Field Office Northwest, (360) 396-4660 NCIS Resident Agency Whidbey Island, (360) 257-3359 NCIS Resident Agency Everett, (425) 304-4300 NCIS Resident Agency Bremerton, (360) 476-3650

d. WSP:

Investigative Assistance Division HQ,
 (360) 704-2392

District 1 (Olympia/Tacoma), (253)538-3240

District 2 (Bellevue), (425) 401-7798

District 7 (Everett/Marysville), (360) 654-1240

District 8 (Bremerton), (360) 473-0319

e. FBI 24/7 Communications Center, (206) 622-0460

8. Other Provisions

- a. This MOU does not create, limit, or modify existing jurisdiction vested in the parties and is intended only to provide general guidance regarding the parties' cooperation during a SWAT event. Nothing contained herein creates or extends any right, privilege, or benefit to any party.
- b. This MOU does not document, nor provide for, the exchange of funds or manpower between the parties nor does it make any commitment of funds or resources.
- c. Nothing in this MOU shall be interpreted to constitute or require an obligation of resources or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, and all accompanying implementing regulations.
- d. All actions by the parties are subject to the constraints of available resources (personnel, property, resources, or money).
- e. The United States government may be responsible to third parties under partial waiver of the Federal Tort Claims Act (FTCA) for personal injury or property damage caused by the negligence or wrongful act of its officers, employees or agents acting within the scope of their office or employment. The United States is self-insured as to such claims. Although no injury or damage is reasonably foreseen, in the unlikely event a personal injury does occur, the claimant may contact the Tort Claims Unit in Norfolk, Virginia at (757) 341-4583 or by email at TORTCLAIMSUNIT@navy.mil for information about the procedures for submitting a claim against the United States. In the event a tort claim is filed referencing this agreement, the filed-against party will notify the other party within 14 days.
- f. Each party to this agreement shall be responsible for its own acts/omissions and those of its officers, employees and agents acting within the scope of their office or employment. No party to this agreement shall be responsible for the acts/omissions of entities or individuals including but not limited to invitees, guests, visitors or other persons not a party to this agreement.

9. Disputes. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the parties or per reference (a).

10. Modification or Termination

- a. Requests for modification or termination by any party shall be provided in writing at least 60 days prior to the proposed effective date.
- The COMNAVREG NW RSAM will coordinate a triennial review of this MOU with all the parties to determine its effectiveness/ need for continuation or modification.
- c. Notice of unilateral termination by either party shall be forwarded in writing to the other parties at least 60 days in advance of the proposed termination date, unless an alternate period is mutually agreed to.
- Termination by either party shall not provide the basis for any claim by the WSP against the United States Government, the Department of the Navy, COMNAVREG NW or NCIS.
- Effective Date. This MOU is effective upon final signature and shall remain in force until modified or terminated by mutual consent of the parties or end of period of performance, not to exceed nine (9) years from the date of last signature.

12. Signatures:

| 175515TANT CHICK M W. LAMORCALER | approved as to form | |
|----------------------------------|--------------------------------|-----|
| Mrs. Jamereaux Blzy/18 | Thelley hilliam 9/10 | /15 |
| JOHN'R. BATISTE, Chief Date | SHELLEY WILLIAMS Date | } |
| State of Washington | Assistant Attorney General | |
| Washington State Patrol | Office of the Attorney Coneral | |

WSP Contract No. K14110

CHARLES P. KING Special Agent-in-Charge

Naval Criminal Investigative Service Northwest Field Office A. P. VERMOFSTADT, P.E.

Executive Director Commander, Navy Region Northwest

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K14575

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link

Start Date 11/1/2018

DOE

End Date 9/30/2019

End Date Options

CFDA No. QFSR Yes/No

Contract Title OCDETE Code 3(f)

Contractor Name FBI

Contact Name SSA Michael Rollins

Contact Telephone Number 360-600-5394
Contact Email Address mdrollins@fbi.gov

Contact Mailing Address 400 East Mill Plain Blvd, Suite 303, Vancouver WA 98660

Dala and Kirley

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. James Prouty

WSP Section/Division/Bureau IAD

Actual Costs

Current Contract Amount \$2,500.00

Amendment Amount Revised Total Amount

Indirect Costs Rate

Budget Coding ROM1-001-020-00287-ROM1

Revenue Coding 03-55-00ROM1

Billable Code ROM1
Regular Time No
Overtime Yes
Voluntary OT No
Mileage No

Allow Leave No
Captain Overtime No

Limit by Org Code Yes

Primary Org Code CA002000

External Contract Yes

Comments

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name Kathy Longbotham

Allotment Needed

Unanticipated Receipt Needed

Type of Receipt Revenue

BFS Budget Manager Approved Yes

Encumber Contract

BFS Fiscal Analyst Name Renuka Sivakumar

BFS Accounting Manager Approved

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To: Trang Le

Attachments OCDETE Code 3(f) Code 3(f) WSP K145/5.pdf

Close

Version: 7.0

Created at 12/3/2018 8:58 AM by Chaussee, Karen (WSP)

Last modified at 12/7/2018 11:21 AM by Chaussee, Karen (WSP)

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave. Box 36055 San Francisco, CA 94102

415-436-7200 Fax: 415 436 6982

December 4, 2018

Lt James Prouty Washington State Patrol 106 11th Ave., Ste #3100 Olympia, WA 98504-3105

Subject:

Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2019

Dear Lt Prouty:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #:

Code 3(f)

Dates of the Agreement:

11/01/2018 through 09/30/2019 (Fiscal 2019)

Funding Amount:

\$ 2,500,00

Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above.

**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director <u>prior</u> to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. <u>Any supplemental funding will be contingent upon availability of funds.</u>

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2019

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$18,343.75 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2018). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Debbie Wee at 415 558 2516.

Very truly yours,

Alex Tse (Acting) United States Attorney

Stephanie Hinds OCDETF Regional Director Pacific Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2019 Agreement

| FY 2019 | Agree | ment |
|--|------------|---|
| FOR THE USE OF T | | |
| OVERTIME AND AUTHORIZED EXPE | N2E/211 | KALEGIC INITIATIVE PROGRAM |
| DUNS #: 808883854 | | UFNIS Doc#: NA |
| Federal Tax Identification #: Code 45 | | DC#: NA |
| Amount Requested: \$ 2,500.00 | | OCDETF Investigation / Strategic Initiative Number: Operation Operation |
| Number of Officers Listed: | _ | : Name: |
| From: November 1, 2018 Beginning Date of Agreement To: September 30, 2019 Ending Date of Agreement | | Federal Agency Investigations: Number: Code 3(f) |
| | . (| State or Local Organization Name: |
| State or Local Organization | | Washington State Patrol |
| Narcotles Supervisor; Lt. James Prouty | | Address to receive OCDETF paperwork (no PO Boxes): ATTN: Rebecca Kirby |
| Telephone Number: (360) 704-2422 | | 106 11th Ave SW, Ste 3100, Olympia WA 98604 |
| E-mail Address: James.Prouty@wsp.wa.gov | | Rebecca.Kirby@wsp.wa.gov |
| | <u></u>]. | |
| | 7 | Sponsoring Federal Agency Group/Squad Supervisor: SSRA Michael Rollins |
| Sponsoring Federal Agency(ies): | t · | Telephone Number; (360) 600-5394 |
| FBI | | E-mail Address: mdrollins@fbl.gov |
| | | |
| Please provide the name, telephone numb financial staff person at the State or Local the billing on the Reimbursement Request: | | |
| Name: Renuka Sivakumar | | TEMPORAL METER |
| Telephone Number: (360) 596-4054 | | |
| E-mail Address: Renuka.Sivakumar@wsp | .wa,gov | — SHR L BBCA R Law. |
| | | |
| | | |

This Agreement is between the above named State of Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETE) Program. This Agreement shall be effective when signed by an authorized State of Local Organization official, the sponsoring Federal Agency Special Agent In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director; and the OCDETF Executive Office.

- 1. It is agreed that the State or Local Law Enforcement offiders named on this Agreement will assist in OCDETF Investigations. Strategic Initiatives and prosecutions as set forth in the Organized Crithe Daug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019
- 2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the labove stated funding levels.
- 3. Each Reimbursable Agreement will be allowed to more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
- 4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
- 5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

- 6. Officers who are not deputized shall possess no liaw Enforcement authority other than that conferred by wirtue of their position as a commissioned difficer of their parent Agency.
- 7. Officers who are deputized may possess Federal Lew Enforcement authority as specified by the Agency affording the deputation.
- 8. Any State on Local officers assigned to an OCDETF Investigation or Strategic initiative in accordance with this Agreement are not considered fiederal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation of Strategic Initiative.
- 9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF investigation or Strategic initiative will provide to the assigned State or Local officers the clerical operational and administrative support that is indually agreed to by the parties in this Agreement.
- 10. Officers assigned to OCDETF investigations or Strategic Initiatives should work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple CCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Goordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
- 11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
- 12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

- 13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets; HIDTA, IRS, ICE, FEMA, etc.) may hot, but an annual per person basis, exceed 25% of the quirent approved Federal salary rate in effect at the time the overtime is performed. The State of Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
- 14. The eventime log must be attached to the reinibursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reinibursement Request must certify that only authorized expenses are distinct, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked
- 15. Under no circumstances will the State of Local Organization charge any indirect costs for the administration of implementation of this Agreement.
- 16. The State or Local Organization shall maintain complete and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
- 17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
- 18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
- 19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

- 20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
- 21. All changes made to the original Agreement must be approved by the OODETF Executive Office and initialed by the Executive Assistant/OODETH Program Specialist of the Regional Cooldination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
- 22. The Regional Coordination Group its responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be decumented in the Addendim B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
- 23. Restrictions: Fringe beliefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State of Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

| Approved By: | Moderat Ally Cre | 11/30/2018 |
|-----------------|--|-------------|
| | Anthorized State or Local Official Title ROPERT MAKE Print Name | / Dale |
| Approved By: | Sponsoring Faderal Agency Special Agent in Charge or Design | 11/30/2018. |
| | MICHAEL D. ROLLINS Print Name | |
| Approved By: | Sponsoring Agency, Regional OCDETF Coordinator | 11/20/18 |
| Approved By: | Assistant United States Attorney Regional OCDETI-División | 1//30)/06 |
| | s are encumbered for the State or Local Organization tegic Initiative Programs specified above. Subject to | |
| Funds Certified | OCDETF Brownlive Office | Date |
| Approving Offi | Cinl: OCDETF Executive Office | Date |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

| State or Local Organization: | Washington State Patrol | |
|------------------------------|--|--------------------|
| OCDETF Investigation / Strat | egic Initiative Number: Code 3 | (f) |
| . : | , | |
| - | s listed below will assist with the above ative. Any modification of the list of L | |
| - | y all of the parties to this Agreement, in | rade a part of the |

ADDENDUM A OCDETF Pacific Region

<u>DEFINITION OF "FULL-TIME PARTICIPATION"</u>

The OCDETE State and Local Overtime (SLOT) Program is designed to only reimburge overline costs incurred by officers working full-time on OCDETE cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETP matters full-time and work forty (40) hours per week on a single OCDETP investigation of multiple OCDETP investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then dvertime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day or the OCDETF investigation before dialiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PARTITIME

If an officer/agent works more than eighty (80) hours regular time perinonth on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

<u>LIMITED PART TIME</u>

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

| All requests for overtime for matters where unforeseen circumstances are claims | ed will be reviewed for final |
|---|----------------------------------|
| approval by the sponsoring federal agency Pacific Region OCDETF Coordinato | or (or his/her designee) and the |
| Pacific Region OCDE/TF Director (or his/her designee). | |
| | |

Acknowledged: Molecul F Males

Title

Date

(Name and Signature)

ADDENDUM B OCCUETT Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective only after it has been approved and funded for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement does not authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State of Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

| State or Lo | cal A | gency | Narco | tics S | uper | visor: | ន | ame | | , | | : |
|-------------|-------|-------|-------|--------|---------|--------|---|-----|--|-----|--|---|
| Address: | | | | i ji | <u></u> | ÷ , | Ŀ | 1 | | . i | | |
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- 2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
- 3. This agreement does not authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement does not require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
- 4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
- 5. OCDETF State and Local Overtime funds are not to be used for:
 - a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
- 6. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
- 7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$ 18,343/75 from any Federal source this fiscal year.

Acknowledged:

thorized State or Local Official
(Name and Signature)

Title

Date.

Print This Item

Status Approved
Type of Contract * Billable
WSP Contract Number K12713

Other Contract Number Amendment Number Task Order Number

Task Order Amendment Number

ECMS Link http://ecms.des.wa.gov/ECMS/ContractMaintenance/Contract

contract_id=195699

Start Date 3/1/2017

DOE

End Date

End Date Options Indefinite

CFDA No.

QFSR Yes/No

Contract Title Rainier Interdiction Task Force

Contractor Name HSI/ICE

Contact Name ASAC Eben Roberts
Contact Telephone Number 206-442-1447

Contact Email Address Eben.Roberts@ice.dhs.gov

Contact Mailing Address 1000 2nd Ave, Ste 2300, Seattle WA 98104

BFS Contracts Specialist Name Rebecca Kirby
WSP Project Manager Lt. James Mjor

WSP Section/Division/Bureau IAD Actual Costs Yes

Current Contract Amount \$15,000.00

Amendment Amount

Revised Total Amount

Indirect Costs Rate Current Rate

Budget Coding TF26-001-020-00287-TF26

Revenue Coding

Billable Code TF26 Regular Time No Overtime Yes Voluntary OT No Mileage No Allow Leave No Captain Overtime No Limit by Org Code Yes

Primary Org Code CA002000

External Contract

Yes

Comments

\$15,000 per officer per year. No benefits allowed.

NOTE - Reimbursements go to:

ICE Seattle, ATTN: Allen Wearne, 1000 2nd Ave, Ste 2300, Seat

(Phone: 206-442-1479)

BFS Grants & Contracts Manager Approved Yes

BFS Budget Analyst Name

Kathy Longbotham

Allotment Needed

No

Unanticipated Receipt Needed

No

Type of Receipt

Recovery of Expenditure

BFS Budget Manager Approved

Yes

Encumber Contract

BFS Fiscal Analyst Name

Renuka Sivakumar

BFS Accounting Manager Approved

Yes

BFS FSP Manager Approved

Yes

BFS Administrator Approved

Yes

Questions

Distribute Executed Copies To:

Captain Roger Wilbur, Robin Kleis

Attachments

Rainier HSI SLOT Agreement K12713.doc

Version: 8.0

Created at 3/24/2017 11:38 AM by Cline, Karen (WSP) Last modified at 4/5/2017 12:29 PM by Cline, Karen (WSP)

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Washington State Patrol (NCIC CODE #____) and Immigration and Customs Enforcement (ICE), SAC Seattle for the purpose of the reimbursement of costs incurred by the Washington State Patrol in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC Seattle, with the participation of the Washington State Patrol, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Washington State Patrol shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Washington State Patrol shall provide the ICE SAC Seattle with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Washington State Patrol may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Seattle, performed by its officer(s) assigned to this joint operation. In addition, the Washington State Patrol may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Seattle.

The Washington State Patrol <u>may not</u> request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. To receive reimbursement payments, the Washington State Patrol must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center Attn: Forfeiture Fund 6026 LAKESIDE BLVD. INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

- 3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Washington State Patrol must submit to ICE SAC Seattle the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
- 4. The Washington State Patrol remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
- 5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
- 6. The Washington State Patrol will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Seattle, at the following address: 1000 2nd Avenue, Suite 2300, Seattle, WA 98104, Attn: Allen Wearne, Ph. 206-442-1479.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Washington State Patrol agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC Seattle and the Washington State Patrol, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Bradford A. Bench Special Agent in Charge Immigration and Customs Enforcement Homeland Security Investigations Seattle, WA

Date: 3/14/17

Washington State Patrol

John R. Batiste

Chief

The Department of the Treasury LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCY REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

| TO: | ATF | | IRS X | _ICE | USSS | TF REIN | F TRACKING NUI | MBER |
|-------------------------|-------------------------------|---|--|------------------------------|------------------------|-------------------------------------|---|-------------------------|
| NAME | OF AGENCY: | Washing | ton State Patrol | | _ 0 | CDETF CASE: | YES X | _NO |
| ADDR | RESS: | 210 11th Ave | sw | | _ | CDETF CASE #: | | |
| | | Olympia WA | | | Т. | AX IDENTIFICATION | L#: Code 45 | |
| CON | NTACT PERSC | | Sivakumar@wsp.\ Sivakumar | va.gov | т | ELEPHONE #: | 360-596-4054 | |
| | | | URSEMENT IS R | EQUESTE FRO | - | TO: | 000 000 1001 | |
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| NA | MES OF OF | FICERS | TITLE(s) | | | COST PER HR | CASE# | TOTAL \$ |
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| | REPRESENT | S ACTUAL C | | BY THIS AGE | NCY FOR PR | CHED HERETO IS A OVIDING RESOURC | CCURATE AND CES TO THE DEPART | MENT |
| | NAME | | TITLE/i | HEAD OF AGE | NCY S | IGNATURE | DATE | |
| | CERTIFIED B | Y: | | - | | | | |
| | | | d A. Bench, Spe | ecial Agent In | Charge, ICE | , Seattle, Washing | iton | |
| ********* | TFF REVIE | W: | | · | DATE: _ | | _ | |

NOTE: OCDETF CASES - A copy of this document shall be sent to the Agency Core City Coordinator

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

| 1. Name of Cardholder: CAROL L DOERING | 2. Cardholder Telephone 509-468-3852 | | 3. Cardholder El CAROL . L . DOE GOV | | ı | 4. Component: CBP | | 5. Program USBP | n/Office: |
|---|--|-----------------|--|----------------------|---|------------------------|---------------------------------------|-----------------------|----------------------|
| 6. Requestor Name: TOM WATTS | 7. Requestor Phone Nu 509-353-2747 | | 8. Date of Requi 12/29/2017 | est: | | 9. Document ID Number: | | | OF |
| 10. Ship To Address: 10710 N. Newport Hwy | | | 11. City: Spokane | | I | 12. Stat | | 13. Zip Code 99218 |): |
| 14. Vendor Name: | | | 15. Vendor POC | | | 16. Ver | dor Phor | ne Number: | |
| WASHINGTON STATE PATROI | ı | | CRIMINAL TE | ELECOMMUNIC | CATIONS | 360-5 | 70-310 | 03 | |
| 17. Vendor Address: P.O. BOX 42602 | | 1 | 18. City: OLYMPIA | | | 19. Stat WA | te: | 20. Zip Code 98504 | : : |
| 21. Detailed Justification for Purch | | | | | | | | | |
| ACCESS user fee. Quart | · | | on needed to | run crim | inal ar | d othe | er rec | ords chec | :K. |
| 22. 23. Item # Item Description | n Stock | 24. Number | 25. Quantity | 26. Unit of Issue | 27 Unit F | ł | Su | 28. btotals | 29. Date Received |
| 1 ACCESS FEE QTR 1 | | | 1 | AU | \$1, | 200.00 | | \$1,200.00 | |
| 2 Convenience check fe | ee | | 1 | AU | | \$24.00 | | \$24.00 | * |
| ACCOUNTING Data. | em 1 : 060000678 | | | 3500 BPO | | 55K | 2572 | | 0000001 |
| It | em 2 : 060000678 | 0 018 93 | 35607021 18 | 3500 BPO: | 12 Z | 55K | 2525 | AB030 | 0000001 |
| 31. Purchase Log ID: 9861864 | 151 | | | 32. ESTIMATE | ED ORDER | TOTAL: | | | \$1,224.00 |
| 33. TO REQUIRED SO | OURCES for SUPPLIES | Т | TO REQUIRED SO | URCES for SERV | ICES | то | SPECIAL | APPROVALS | NEEDED |
| 1. Agency Inventories 2. Excess Prty from other Agenci 3. UNICOR 4. Ability One | 5. Wholesale Supples 6. GSA/FSS or DH 7. Optional Use Fe Supply Schedule 8. Commercial | S BPAs deral | | | | | C-Awards countable Property ner | | |
| 34. FUNDS VERIFICATION OFFIC | | | | No | | | | ents BEFC | RE signing |
| Printed Funding Official Name and KARISSA R VANDEVENTER | Title: | Phone Num | | | | SIGNATURE: | | | |
| 35. APPROVING OFFICIALIALTE | RNATE APPROVING O | 509-353- | 1-1, 1-1, 1-1, 1-1, 1-1, 1-1, 1-1, 1-1, | | | NDEVENTER | | | |
| Printed Approving Official Name a | | Phone Num | | Date: | 1: | SIGNATI | JRE: | | |
| TERESA G HUGHES | | 509-476- | -3622 | 01/03/2 | l l | | A G HU | GHES | |
| 36. PURCHASE CARD HOLDER | NFORMATION | | | | | 1444 | a straight i | | |
| Card Holder Signature: | | | | | e of Purchase: AMOUNT PAID: /03/2018 \$1,224.00 | | | | |
| CAROL L DOERING 37. ALL THE ABOVE ITEMS HAV | E REEN DECEMEN AN | D ACCEPTED | N /Third Party. | 01/03/2 | - 1 | | | Ing official) | |
| Printed Name and Title: | L DELIT RECEIVED AIT | Phone Num | nher: | Date: | | RECEIVE | R SIGN | ATURE: | |
| | B3 | (509)4 | 168-383 | 401/03 | 1101 | X | 4 C | lesci | |
| Printed Name and Title: Phone Num | | | nber: | Date: | | | | VATURE: | 0 |
| 38. PROPERTY CUSTODIAN INF | ORMATION (Property A | ccountability | у) | | <u>-</u> | | | Maria Najari | |
| Printed Name and Title: | | Phone Num | nber: | Date: | | SIGNATI | JRE: | | |
| 39. LOCAL USE SIGNATURES (II | needed) | I | | TALES AND THE | | Nage. | | e rakije Ariju | |
| Printed Name and Title: | * ** | Phone Num | nber: | Date: | | SIGNATU | JRE: | | |

PAUD 01/CX/// 3 DHS Form 1501 (9/12)

- Reconciled 01/17/18
Page 1 of 2

State of Washington WASHINGTON STATE PATROL **BILLING INVOICE**

RECEIVED DEC 22 2017

Account Number: BOR102

Invoice Date: 12/15/2017

Invoice Number: 00065547

TOTAL DUE: \$ 1,200.00

Due Date: 01/14/2018

10710 NORTH NEWPORT HWY SPOKANE WA 99218

US CUSTOMS AND BORDER PROTECT

...... Please return top portion with your remittance.

Please remit to:

WASHINGTON STATE PATROL **BUDGET AND FISCAL SERVICES**

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID #Code 45

Account Number:

BOR102

Invoice Date:

12/15/2017

Invoice Number:

00065547

Due Date: 01/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | ITEM DESCRIPTION | • | QTY | UNIT PRICE | AMOUNT |
|------------|------------------|---|-----|------------|------------|
| 12/15/2017 | ACCESS User Fee | • | 3 | \$400.000 | \$1,200.00 |

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2017...

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

OR# WACBP3200

TOTAL DUE:

\$1,200.00

App2250_PR OF680225

| | | M. aurin, gal anti-lire | • . | |
|-------------------|------------|--------------------------|------------------|--|
| +12 1 300 76 7 34 | J.P.Mor | Che Wh | SPOKANE N | |
| 7673 | J.P.Morgan | Che Homesond Swa James H | A SECTION | |
| | - | m Cha | 0 | |
| | 00045547. | Parage Hayes | | |
| 101 | Caron | DANS SONIAN OF BUILDE | Desir Collection | For Official Use Only US GOVERNMENT Tax Ess |
| . 1 | Urway Paor | 20 source fit in | Selling. | Only Tax Bassapt |
| Q | | | a. Alpine | 1014 |
| | 1 | | _ | |

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RECEIVED JAN 0 4 2018

(Rev. December 2014) Department of the Treas

• Form 1098-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| Internal | Revenue Service | | | |
|---|---|---|---|--|
| ******* | 1 Nama (as shown on your income tax raturn). Name is required on this line; do | not leave this line blank. | | |
| | State of Washington State Patrol | | | |
| | 2 Business name/disregarded entity name, if different from above | | | And the state of t |
| 2 | | | | |
| page | Washington State Patrol | | | |
| C. | 3 Check appropriate frox for federal tex classification; check only one of the following | | | 4 Exemptions (codes apply only to cartain entities, not individuals; see |
| 0 | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation | n 🔲 Partnorship | ☐ TrusVestate | Instructions on page 3): |
| 26 | single-member LLC | Santuarellas D | 1 | Exempt payee code (if any) 3 |
| Print or type Firstructions | Limited liability company. Enter the tax classification (C=C corporation, S=S | | | Exemption from FATCA reporting |
| į į | Note. For a single-member LLC that is disregarded, do not check i.LC; che the lex classification of the single-member owner. | ck the appropriate box in | the line althore for | code (il sny) |
| E E | ✓ Other (see instructions) ► State Governm | nent Ariency | | profesto escente ministrate de tratta |
| տ ը | 5 Address (number, street, and apt, or suite no.) | | Bennesloc's name | and address (optional) |
| ğ , | | | • | |
| Print or type Specific Instructions on | P O Box 42602 | | Border Patrol | US Cystones |
| See | 6 City, state, and ZIP code | | | Border Prode |
| Ø | Olympia WA 98504-2602 | | AR#BOR102 | POVGES Proge |
| | 7 List account number(s) hare (optional) | | | |
| | | | | |
| Chi | Taxpayer Identification Number (TIN) | | | |
| | your TIN in the appropriate box. The TIN provided must match the name | e given on line 1 to avo | id Social sec | urity number |
| backu | p withholding. For individuals, this is generally your social security number | ber (SSN). However, fo | ra 🗍 | |
| reside | nt alien, sale proprietor, or disregarded entity, see the Part I instructions | s on page 3. For other | | |
| | s, it is your employer identification number (EIN). If you do not have a nu | umber, see How to get | | |
| | page 3. | | or | |
| | If the account is in more than one name, see the instructions for line 1 a | and the chart on page 4 | 1101 | ldentification number |
| Brigei | ines on whose number to enter. | | \mathbb{C}_{00} | e 45 |
| | | | | |
| Par | Certification | | | |
| Under | panalties of perjury, I certify that: | | | |
| 1. The | number shown on this form is my correct taxpayer identification numb | er for I am walting for a | number to be is: | sued to melt and |
| | | | | |
| | ท not subject to backup withholding bacause; (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a fallure | | | |
| | longer subject to backup withholding; and | a to report Bu iliterast o | and delige | tite the rigg formed the trut i am |
| | · · · · · · · · · · · · · · · · · · · | | | |
| | n a U.S. cilizen or other U.S. person (defined below); and | | | |
| | FATCA code(s) entered on this form (if any) indicating that I am exempt | | | |
| Certifi | lastion instructions. You must cross out item 2 above if you have been | notified by the IRS tha | at you are current | ly subject to backup withholding |
| becau | se you have felled to report all interest and dividends on your tax return | . For real estate transa | olions, item 2 doc | es not apply. For mortgage |
| 1110101 | st paid, acquisition or abandonment of secured properly, cancellation of ally, payments other than interest and dividends, you are not required to | rice the certification i | an individual retii | rement arrangement (IHA), and |
| instruc | olions on page 3. | office and continued four | not you must pro- | vide your contest the See the |
| Sign | | | /- | , , , |
| Here | Signature of U.S. person > 1/10/2011 - 1050004 | Date | · 1/3 | 110 |
| | Total pursuit | Date | <u>u / </u> | <i>j'</i> |
| Gen | eral Instructions | Form 1098 (home mort | gage injáresi), 1098 | -E (student loan interest), 1098-T |
| Section | references are to the internal Revenue Code unless otherwise noted, | (tuition) | | |
| Futuro | developments, information about developments affecting Form W-9 (such | • Form 1099-C (canceled | • | |
| as legis | ilation enacted after we release it) is at www.irs.gov/tw9. | • Form 1099-A (acquisition | | |
| Purn | ose of Form | Use Form W-9 only if y provide your correct TIN: | | n (including a resident alien), to |
| | | • | | ster with a TiN, you might be subject |
| return V | vidual or entity (Form W-9 requester) who is required to frie an information with the IRS must obtain your correct taxpayer identification number (TIN) | to backup withholding. S | es What is backup i | vilhholding? on page 2. |
| waxen r | Nav Da votir social security number (SRN). Individual toyoguer identification | By signing the filled-ou | | |
| wenunc | r (TIN), adoption taxpayer identification number (ATIN), or employer pation number (EIN), to report on an information return the entount paid to | 1. Certify that the TIN y | you are giving is cor | rect (or you are waiting for a number |
| you, or | other amount reportable on an information return. Examples of information | to be issued), | | • |
| utunts | incings, our als upt switen to' the tollowing: | 2. Certily that you are i | | · - |
| | 1098-INT (interest earned or paid) | | | ing if you are a U.S. exempt payes. If |
| | 1099-DIV (dividends, including those from stocks or mutual funds) | any parinership income i | rom a U.S. trade or | J.S. person, your allocable share of business is not subject to the |
| | 1000-MISC (various types of income, prizes, awards, or gross proceeds) | withholding tax on foreign | n parlners, share of | elfectively connected income, and |
| brokers | 1099-B (stock or mutual fund sales and certain other transactions by | 4. Certify that FATCA of | ode(s) entered on the | his form (if any) indicating that you are . Bee What is FATCA reporting? on |
| | , 1098-S (proceeds from real estate transactions) | paga 2 for further informa | | r ann stillet in LATOA Inboulubt, du |
| | | | | |

| SOLICITATION/CONTRACT | | | | | 1. REQUISITI 0011110831 | ON NUM | IBER | | | PAG | E1 OF | 12 | |
|--|---|--|------------|------------------------------------|--|---|------------------------|------------------------|-------------------|---|-------------|--------------|--|
| 2. CONTRACT NO. | 3. AWARD/E | FECTIVE DATE | | ER NUMBER | | | 5. SOLICITATION NUMBER | | | | ITATION ISS | UE DATE | |
| W911S8-18-P-0011 | 06-Dec-2 | 017 | | | b. TELEPHONE NUMBER (No Collect Calls) | | | | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME. | | | | | b. IELI | EPHONEN | IUMBER (NOC | oriect Caris) | 8. OFFER | R DUE DATE | E/LOCAL TIME | |
| 9. ISSUED BY | CODE | W911S8 | 1 | 10. THIS ACQL | ISITION IS | با ا | JNRESTI | RICTED OR | X SET ASI | DE: | 100 % FOR | ₹: | |
| MICC- JB LEWIS-MC CHORD BUILDING 2015 JOINT BASE LEWIS-MCCHORD WAS | • | | | | | SMALL BUSINESS X ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS SMALL BUSINESS (WOSB) SMALL BUSINESS PROGRAM | | | | | | | |
| | | | | | | | VOSB | NAICS: 519190 | | | | | |
| TEL: (253) 966-3505 | | | | SERVICE-DISABLED | | | | SIZE STANDARD: | | | | | |
| FAX: | | | | VETERAN-OWNED (8(A) SMALL BUSINESS | | | | \$27,500,000 | | | | | |
| 11. DELIVERY FOR FOB DESTINA- | 12. DISCO | JNT TERMS | | | | | 13b. R | RATING | | | | | |
| TION UNLESS BLOCK IS | Net 30 Day | /s | | | CONTRACT O ORDER U | | | | | | | | |
| MARKED | | | | | (15 CFR 70 | | 14. ME | METHOD OF SOLICITATION | | | | | |
| SEE SCHEDULE | | | | | ·· | | | RFQ | IFB | | RFP | | |
| 15. DELIVER TO | CODE | W56DRN | | 16. ADMINISTE | RED BY | | | | C | ODE _ | | | |
| DIRECTORATE OF EMERGENCY SERVICE DIRECTORATE OF EMERGENCY SERVICE ATTN: BILL CANTRAL YAKIMA, WA 98901 | ١ | NATHAN SHELTON MICC JELM BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500 | | | | | | | | | | | |
| 17a.CONTRACTOR/ CODE 07TG0 | 1 | CILITY | | 18a, PAYMENT | WILL BE M | ADE BY | | | C | ODE H | Q0490 | | |
| OFFEROR L | C | DDE L | | DFAS - INDIANAPOLIS CENTER | | | | | | | | | |
| WASHINGTON STATE PATROL HEATHER ANDERSON 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001 | ļi | DFAS-IN, VP GFEBS 8899 E 56TH ST. INDIANAPOLIS IN 46249-3800 | | | | | | | | | | | |
| TELEPHONE NO. 360-534-2103 | | ···· | | | | | | | | | | | |
| 17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER | 1 | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED X SEE ADDENDUM | | | | | | | | | | | |
| 19. ITEM NO. | 1 | | | | | 21. QUANTITY | | 22. UNIT | 23. UNIT PRICE | | 1 | 24. ЮUNT | |
| TILWING. | OCHEDOLL | OI GOITEILO | 0010 | | | QUAIN | | ONIT | Civili | NOL_ | Aivi | CONT | |
| | | SEE SCHE | DULE | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIA | TON DATA | | | | | | | 26. TOTAL | AWARD AM | OUNT (F | or Govt. Us | se Only) | |
| See Schedule | | | | | | | | | | | \$4,800 | 0.00 | |
| 27a. SOLICITATION INCORPORA | TES BY REF | ERENCE FAR 5 | 2.212-1. 5 | 2.212-4. FAR 5 | 2.212-3. 52.2 | 212-5 AF | RE ATTA | L CHED. A | DDENDA | ARE | ARE NOT | ATTACHED | |
| 27b. CONTRACT/PURCHASE OR | DER INCORI | PORATES BY R | EFERENC | E FAR 52.212- | 4. FAR 52.2 | 12-5 IS | ATTACH | ED. A | DDENDA | ARE | ARE NOT | ATTACHED | |
| 28. CONTRACTOR IS REQUIRED | TO SIGN TH | IIS DOCUMENT | AND RET | TURN <u>0</u> | | 29. AW | ARD OF | CONTRACT: | REF. W9118 | S8-18-P-001 | 1 | · | |
| COPIES TO ISSUING OFFICE. CO DELIVER ALL ITEMS SET FORTH ADDITIONAL SHEETS SUBJECT | AND . YOUR OFFER ON SOLICITATI E AND ON ANY (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH | | | | | | HICH ARE | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CC | 31a.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | | | | | | | | | |
| | List & Passons | | | | | | | | | | | | |
| | | | | | RUS | 8.1 | Gresh? | ineral | | | | | |
| 30b. NAME AND TITLE OF SIGNER | | 30c. DATE | SIGNED | 31b. NAME | OF CONTRAC | | | (TYPE (| OR PRINT) | | 31c. DAT | TE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE | SIGNED | | | TING OF | FFICER | | DR PRINT) | | 31c. DAT | TE SIGNED | |
| | | 30c. DATE | SIGNED | | OF CONTRAC | TING OF | FFICER | | DR PRINT) | *************************************** | | TE SIGNED | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | | | | *************************************** | | | P/ | AGE 2 OF 12 | |
|--|--|---------|---|--|----------|---|---------------------------------------|--|-------------|--------------|----|---------------|--|
| 19. ПЕМ NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | | | 21. QUANTII | ſΥ | 22. UNIT | 23 UNIT I | | 24. AMOUNT | |
| | SEE SCHEDULE | | | | | | | | | | | | |
| | | | | | | | - | | | | | | |
| | 10.000 mm m m m m m m m m m m m m m m m m | · | | | | | | | | · | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 32a. QUANTITY IN | 32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: | | | | | | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | 32c. DATE | ! | | | NTED NAME AND TITLE OF AUTHORIZED GOVERNME PRESENTATIVE | | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIV | | | | | E | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | |
| | | | 32g. E-MAII | | | IL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER 35 | | | 35. AMOUNT VERIFIED CORRECT FOR | | PAYMENT 37. CHECK NUMBER COMPLETE PARTIAL FINAL | | | | | | | |
| 38. S/R ACCOUNT | NUMBER | 39. S/R | VOUCHER NUMBER | 40. PAID BY | | | · · · · · · · · · · · · · · · · · · · | | | | | | |
| 41a. I CERTIFY THI 41b. SIGNATURE A | FOR PAYMENT 41c. DATE | | a. RECEIVED BY (Print) b. RECEIVED AT (Location) | | | | | | | | | | |
| | | | | c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS | | | | | | | | | |
| | | | | ł | | | - | 1 | | | | | |

Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY 12 UNIT Each UNIT PRICE \$400.00 AMOUNT \$4,800.00

YTC WACIC Subscription

FFP

Yakima Training Center (YTC) Washington Crime Information Center (WACIC) -

1 Year Subscription.

The contractor shall provide the WACIC subscription for the period of December 6, 2017 - December 5, 2018.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011110831

NET AMT

\$4,800.00

ACRN AA
CIN: Code 45

\$4,800.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001 INSPECT AT

Destination

INSPECT BY Government

ACCEPT AT

Destination

ACCEPT BY Government

DELIVERY INFORMATION

CLIN

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC

0001

POP 06-DEC-2017 TO

05-DEC-2018

N/A

DIRECTORATE OF EMERGENCY

W56DRN

SERVICE

DIRECTORATE OF EMERGENCY

SERVICE

ATTN: BILL CANTRAL YAKIMA, WA 98901

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 0212018201820200000113131257

000010017176

6100.9000021001

COST CODE: A2AES AMOUNT: \$4,800.00

CIN Code 45

\$4,800.00

CLAUSES INCORPORATED BY REFERENCE

| 52.204-18 | Commercial and Government Entity Code Maintenance | JUL 2016 |
|--------------------|---|----------|
| 52.209-7 | Information Regarding Responsibility Matters | JUL 2013 |
| 52.212-4 | Contract Terms and ConditionsCommercial Items | JAN 2017 |
| 52.213-3 | Notice to Suppliers | APR 1984 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.225-7001 | Buy American And Balance Of Payments Program Basic | DEC 2016 |
| | (Dec 2016) | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving | JUN 2012 |
| | Reports | |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |

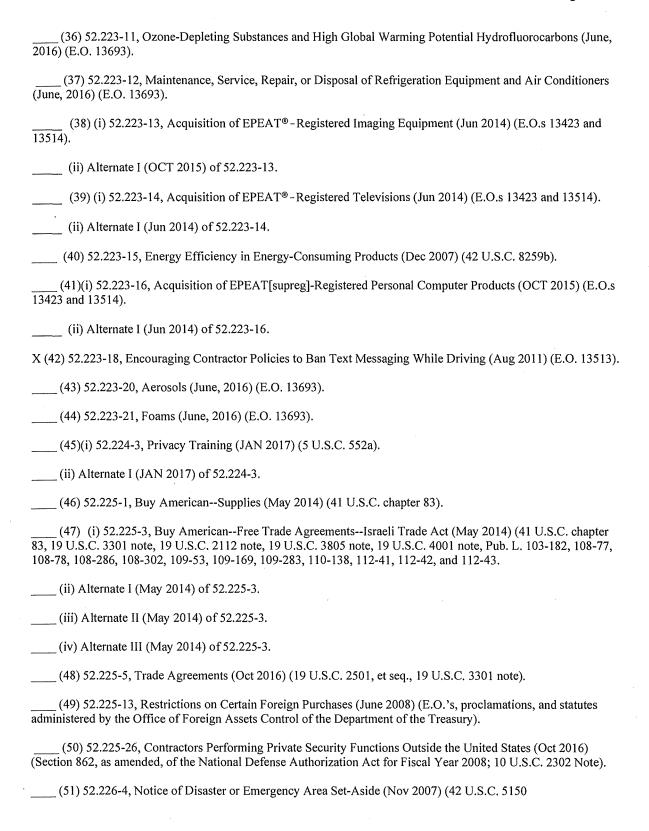
CLAUSES INCORPORATED BY FULL TEXT

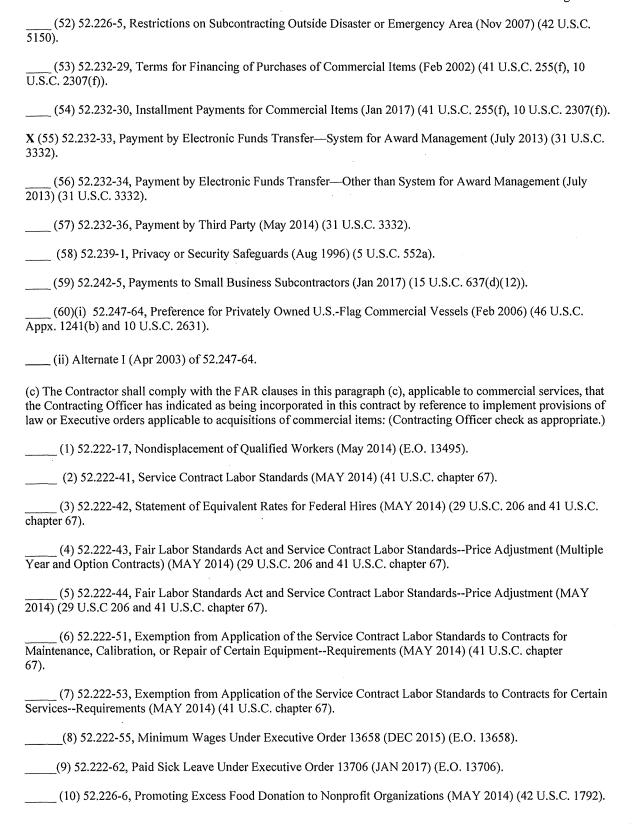
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2017) ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

| (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509). |
|--|
| (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| (5) [Reserved] |
| (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note). |
| (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313). |
| (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161). |
| (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a). |
| (ii) Alternate I (NOV 2011) of 52.219-3. |
| (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). |
| (ii) Alternate I (JAN 2011) of 52.219-4. |
| (13) [Reserved] |
| (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644). |
| (ii) Alternate I (NOV 2011). |
| (iii) Alternate II (NOV 2011). |
| (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). |
| (ii) Alternate I (Oct 1995) of 52.219-7. |
| (iii) Alternate II (Mar 2004) of 52.219-7. |
| (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). |
| (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (Nov 2016) of 52.219-9. |

| (iii) Alternate II (Nov 2016) of 52.219-9. |
|---|
| (iv) Alternate III (Nov 2016) of 52.219-9. |
| (v) Alternate IV (Nov 2016) of 52.219-9. |
| (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)). |
| (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). |
| (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). |
| (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.6 657f). |
| (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)). |
| (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). |
| (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). |
| X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). |
| X(26) 52.222-19, Child LaborCooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). |
| (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). |
| (28) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246). |
| (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). |
| X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793). |
| (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212). |
| (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627). |
| (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). |
| (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |





- ____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
- (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Data to be entered in WAWF HQ0490 |
|-----------------------------------|
| HQ0490 |
| HQ0490 |
| |
| W911S8 |
| W911S8 |
| W56DRN |
| N/A |
| |

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

INSPECTOR: william.n.cantral.civ@mail.mil ACCEPTOR: william.n.cantral.civ@mail.mil

RECEIVING OFFICE POC: william.n.cantral.ciy@mail.mil CONTRACT ADMINISTRATOR: nathan.b.shelton.civ@mail.mil CONTRACTING OFFICER: robert.a.phelps2.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Page 12 of 12



U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

WSP Contract No.

K12774-1

www.aif.gov WMENTAL AGREEMENT NUMB)

INTER-GOVERNMENTAL AGREEMENT NUMBER # 18-806-P/AMV# 18AHDQ00566 BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND WASHINGTON STATE PATROL

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions for costs associated with the use of State Terminal Law Enforcement Databases and Video Capture Service connections in Seattle, WA and Yakima, WA between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Washington State Patrol.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. See 28 U.S.C. § 599A(b).
- b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. See 28 U.S.C. § 530C(a).

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Seattle, WA and Yakima, WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2018 and remain in effect until December 31, 2018.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed \$4,800.

6. **BILLING PROCEDURES:**

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to Lynda. Gathercole@atf.gov. The invoice shall clearly identify the IGA agreement number (18-806-P/AMV 18AHDQ00566) and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. **MODIFICATION:**

This IGA may be modified at any time upon written agreement of both parties.

8. **TERMINATION:**

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. ACCEPTANCE:

| DEPL | Date: 3/29/18 |
|--|-----------------|
| SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | • |
| Surv | Date: 4/2/18 |
| WASHINGTON STATE PATROL | |
| Simon Tee, Grants & Contracts Manager | |
| Crais Curew | Date: 3/29/2018 |
| CRAIG C. DREW | |
| RUREAU CHIEF PROCUREMENT OFFICER | |

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

DEPARTMENT OF HOMELAND SECURIT

PURCHASE CARD TRANSACTION WORKSHEET

| 1. Name of Cardholder: CAROL L DOERING | AROL L DOERING 509-468-3852 | | | | | 3. Cardholder Email Address: 4 CAROL.L.DOERING@CBP.DHS. C | | | | n/Office: | | |
|--|--|--|----------------|-------------------------|--|---|---------------------------------|------------------------|---|------------------------|--|--|
| 6. Requestor Name: TOM WATTS | 7. Request 509-353 | tor Phone Number: -2747 | | | | | | 9. Document ID Number: | | | | |
| 10. Ship To Address: 10710 N. Newport Hwy | | | | City: okane | | 12. State: WA | | | 13. Zip Cod 99218 | e: | | |
| 14. Vendor Name: WASHINGTON STATE PATROL | 3 | | | Vendor POO IMINAL TI | : ELECOMMUNI | CATION | | ndor Pho 570-31 | ne Number: 03 | | | |
| 17. Vendor Address: P.O. BOX 42602 | | | | City: YMPIA | | | 19. Sta WA | te: | 20. Zip Cod 98504 | e: | | |
| 21. Detailed Justification for Purch | | Y 2018. Connect | ion | needed to | o run crim | inal a | nd oth | er rec | ords chec | ek. | | |
| WSP CONTRACT NO. K13604 | ACCESS user fee. Quarter 3, FY 2018. Connection needed to run criminal and other records check. WSP CONTRACT NO. K13604 - amendment 002 | | | | | | | | | | | |
| SPW_18-0071 | | 24 | | 05 | | | | hoc. | K#1 | | | |
| 22. 23. Item # Item Description | 1 | 24. Stock Number | | 25. Quantity | 26. Unit of Issue | 2 Unit | | Sı | 28. ubtotals | 29. Date Received | | |
| 1 ACCESS FEE QTR 3 | | | | 1 | AU | \$1, | 200.00 | | \$1,200.00 | | | |
| 2 Convenience check fe | 8.8 | 0600006000 010 | 2256 | 1 | AU | | \$24.00 | | \$24.00 | | | |
| 7,000 oo. Accounting Data. | | | 93560 93560 | | 3500 BPO 3500 BPO | | 65K 65K | 2572 2525 | | 0000001 | | |
| 31. Purchase Log ID: 9861864 | 156 | | 32. ESTIMA | | | | IMATED ORDER TOTAL: \$1,224.0 | | | | | |
| 33. TO REQUIRED SO | | SECTION CONTRACTOR CON | TO R | EQUIRED SO | URCES for SER | /ICES | то | SPECIAL | APPROVALS | NEEDED | | |
| 1. Agency Inventories | | /holesale Supply Sources | | | LITY ONE | | | Request | | C-Awards | | |
| 2. Excess Prty from other Agenci | | SA/FSS or DHS BPAs | | | A/FSS | . | 2. Pri | | | countable Property | | |
| 3. UNICOR 4. Ability One | _ s | ptional Use Federal upply Schedules ommercial | | | | | ☐ 4. Legal | | | | | |
| 34. FUNDS VERIFICATION OFFIC | CIAL INFOR | MATION | | | a Annual Madellin Statement Attached | 5745-01-0 | ch all c | locum | ents BEFC | RE signing | | |
| Printed Funding Official Name and | Title: | Phone No | Phone Number: | | | | | | SIGNATURE: | | | |
| KARISSA R VANDEVENTER | | 509-35 | | | 05/30/2 | KARISSA R VANDEVENTER | | | | | | |
| 35. APPROVING OFFICIAL/ALTE | | | | | | | | | | | | |
| Printed Approving Official Name ar | nd Title: | Phone No | | | Date: | SIGNATURE: | | | | | | |
| TERESA G HUGHES 36. PURCHASE CARD HOLDER I | NEODMATI | 509-47 | 6-36 | 22 | 05/30/2 | 05/30/2018 TERESA (| | | GHES | | | |
| Card Holder Signature: | NFORMATI | ON | | | Data of Du | | AMOUNT | F DAID. | | | | |
| CAROL L DOERING | | | | | 05/30/2 | AMOUNT PAID: \$1,224.00 | | | | | | |
| 37. ALL THE ABOVE ITEMS HAV | E BEEN RE | CEIVED AND ACCEPT | ED (T | hird Party- (| The second secon | | Section Commission | | ing official) | | | |
| Printed Name and Title: | | Phone Nu | | | Date: | | RECEIVE | | | | | |
| Kristin Kelly m | 785 | | | 3-3834 | 06/22 | A | | | | | | |
| Printed Name and Title: | - | Phone Nu | | | Date: | | ACCEPT | OR SIGI | NATURE: | | | |
| 38. PROPERTY CUSTODIAN INFO | ORMATION | (Property Accountabil | ity) | | | | | | | | | |
| Printed Name and Title: | | Phone Nu | | | Date: | Date: SIGNATURE: | | | | | | |
| 39. LOCAL USE SIGNATURES (If | needed) | | | | | | | | | Control Control of the | | |
| Printed Name and Title: | | Phone Nu | ımber | | Date: | | SIGNATU | JRE: | | | | |
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DHS Form 1501 (9/12)

RECEIVED JUN 2 2 2018

Account Number: BOR102

Invoice Date: 06/15/2018

Invoice Number: 00066747

US CUSTOMS AND BORDER PROTECT 10710 NORTH NEWPORT HWY SPOKANE WA 99218

TOTAL DUE: \$ 1,200.00

Due Date: 07/15/2018

Please remit to:

WASHINGTON STATE PATROL **BUDGET AND FISCAL SERVICES**

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID #Code 45

Account Number:

BOR102

Invoice Date: 06/15/2018

Invoice Number:

00066747

Due Date: 07/15/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | DATE ITEM DESCRIPTION | | UNIT PRICE | AMOUNT |
|------------|-----------------------|---|------------|------------|
| 06/15/2018 | ACCESS User Fee | 3 | \$400.000 | \$1,200.00 |

ACCESS USER FEE FOR APRIL 1- JUNE 30, 2018.

PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2017 - SEPTEMBER 30, 2018. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE:

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

| 1. Name of Cardholder: CAROL L DOERING 2. Cardholder Telephone Number: 509-468-3852 | | | | | 3. Cardholder Email Address: 4. CAROL.L.DOERING@CBP.DHS. CO | | | | nent: | 5. Program USBP | n/Office: | |
|--|-------------------|---------------------|--------------------|--|---|-----------------------|--|-------------------------------|--|--------------------------|--------------------|--|
| | | | | | 8. Date of Request: 9.12/11/2018 | | | | Document ID Number: SPLO-19-0129 | | | |
| 10. Ship To Address: 10710 N Newport Hwy | VI | | | | City: okane | | | 12. Sta WA | te: | 13. Zip Code 99218 | 9 : | |
| 14. Vendor Name: WASHINGTON STATE PATROL | | | | | Vendor POO | C: ELECOMMUNI | CATION | | ndor Pho | ne Number: | | |
| 17. Vendor Address: P.O. BOX 42602 | | | | U L.E. 222 | City: | | AND THE PROPERTY OF THE PARTY O | 19. Sta | te: | 20. Zip Code 98504 | 9 : | |
| 21. Detailed Justification for Purch | | W2010 | Connoct | J. SANSON | | | :nal a | | | anda abaa | ele a | |
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| 22. 23. | | () | 24. | The | 25. | 10410 ° | Sent | Che | a K | 01/30/19 | 29. | |
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| ACCOUNTING Data. | | 0600000545 | | 93560 | | 9500 BPO | | 65K | 2525 | | 0000001 | |
| 31. Purchase Log ID: 9861976 | | <u> </u> | 2 - 2 | | | 32. ESTIMAT | | | | Į. | \$1,224.00 | |
| | | 1001100 | | TO D | | | CES for SERVICES TO SPECIAL APPROVALS NEEDED | | | | | |
| 33. TO REQUIRED SO 1. Agency Inventories | | holesale Suppl | TO REQUIRED SOURCE | | | ILITY ONE | VICES | | Request | 1.010.00 (4.7.17.100.00) | C-Awards | |
| 2. Excess Prty from other Agence | | SA/FSS or DHS | | | | | | ☐ 2. Pri | 11170 | | countable Property | |
| 3. UNICOR | | otional Use Fed | | | | tional Use Federa | | | inding | 7. Oth | | |
| 4. Ability One | Si | apply Schedule | | The state of the s | | | | | gal | | | |
| 34. FUNDS VERIFICATION OFFIC | | ommercial MATION | in entire control | | | a production below. | Constitution of the second | ch all c | locum | ents RFFC | RE signing | |
| Printed Funding Official Name and | | IIA IION | Phone No | umber | | Date: | to. Fitte | SIGNATI | | JIIIO DEI C | ALL Signing | |
| KARISSA R VANDEVENTER | | | 509-35 | | | | 12/11/2018 KARISSA R VANDEVENTER | | | | ? | |
| 35. APPROVING OFFICIAL/ALTE | RNATE APP | PROVING OF | FICIAL IN | FORM | MATION | | | | | | | |
| Printed Approving Official Name a | nd Title: | | Phone No | | | Date: | | SIGNATI | | | | |
| TERESA G HUGHES | | | 509-47 | 6-36 | 22 | 12/11/2 | 018 | TERESA G HUGHES | | | | |
| 36. PURCHASE CARD HOLDER | INFORMATI | ON | | | | | | A 1 4 G L IN I | TDAID | | | |
| Card Holder Signature: CAROL L DOERING | | | | | | Date of Pu 12/31/2 | | e: AMOUNT PAID: \$1,224.00 | | | | |
| 37. ALL THE ABOVE ITEMS HAV | F REEN RE | CEIVED AND | ACCEPT | ED /T | hird Party. | | | | | ng official) | | |
| Printed Name and Title: | L DELIVINE | OLIVED AND | Phone No | | 11 11 12 11 12 12 12 12 12 12 12 12 12 1 | Date: | Cardifold | REÇÉIVE | - P. P. S. S. S. S. S. S. S. S. S. S. S. S. S. | | | |
| Janel Motters | on M | 95 | | | -38 lois | 1 1 | NIB | | mel | latter | _ | |
| Printed Name and Title: | 017,11 | | Phone No | 7 | | Date: | | ACCEPT | OR SIGN | NĂTURE: | 3 | |
| 38. PROPERTY CUSTODIAN INF | ORMATION | (Property Ac | ccountabi | lity) | | | | | | | | |
| Printed Name and Title: | | | Phone No | umber | | Date: | | SIGNATI | JRE: | | 6 | |
| 39. LOCAL USE SIGNATURES (I | needed) | | | | | | | | | | | |
| Printed Name and Title: Phone Number: Date: SIGNATURE: | | | | | | | | | | | | |
| ReconciledRequest Log Spend Plan Receiving Log Final to: 1501 file, PCF | N/A | | | | | | | | v | | | |
| Receiving Log | | | | | | | | | | | | |

DHS Form 1501 (9/12)

Account Number: BOR102

Invoice Date: 12/15/2018

Invoice Number: 00068291

US CUSTOMS AND BORDER PROTECT 10710 NORTH NEWPORT HWY

SPOKANE WA 99218

TOTAL DUE: \$ 1,200.00

Due Date: 01/14/2019

......Please return top portion with your remittance.....

Please remit to:

WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID #Code 45

Account Number: BOR102

Invoice Date: 12/15/2018

Invoice Number: 00068291

Due Date: 01/14/2019

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|------------|------------------|-----|------------|------------|
| 12/15/2018 | ACCESS User Fee | 3 | \$400.000 | \$1,200.00 |

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2018.

PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2018 - SEPTEMBER 30, 2019. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE:

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

| | me of Cardholder: L L DOERING | 2. Cardhol 509-468 | der Telephone I 3-3852 | Number: | | OL.L.DO | dholder Email Address: | | | ent: | 5. Program USBP | n/Office: | |
|--|--|--|--------------------------------|--------------|-------------------------|--|---|--|-----------------------------------|--------------|--|----------------------|--|
| | 7. Requestor Name: 7. Requestor Phone Number: 509-353-2747 | | | | | | | | | ont ID Nu | | <u>-</u> | |
| | hip To Address: .0 N. Newport Hwy | | | | | City: okane | | | 12. Sta WA | - 10 | 13. Zip Code 99218 | e: | |
| | endor Name: HINGTON STATE PATRO | L C | | 38.0 | | Vendor POO | C: ELECOMMUI | NICATIO | | ndor Pho | ne Number: 03 | | |
| | endor Address: BOX 42602 | - 1 | | | | City: MPIA | | | 19. Sta WA | te: | 20. Zip Code 98504 | 9: | |
| 21. Detailed Justification for Purchase: ACCESS user fee. Quarter 2, FY 2018. Connection needed to run criminal and other records check | | | | | | | | | | :k | | | |
| Vend | lor does not accept | credit | cards. | | | | | | , P | AI | D MAR 2 | 9 2018 | |
| SUBJ | ECT TO THE TERMS O | F THE CO | NTINUING R | ESOLUT | ION | | | | | | | | |
| WSP | CONTRACT NO. K1360 | 4 - amen | dment 001 | | | | | | | C | X#101 | 5 | |
| 22. Item # | 23. Item Description | n | | 4. Number | | 25. Quantity | 26. Unit of Issu | e Ur | 27. nit Price | Sı | 28. ubtotals | 29. Date Received | |
| 1 | ACCESS FEE QTR 2 | | | | | 1 | AU | \$ | 1,200.00 | H | \$1,200.00 | F | |
| 2 | Convenience check f | | | | | 1 AU \$24.00 | | | | | \$24.00 | | |
| ACCS | 5 50. Accounting Data. | | 0600006780 0600006780 | | 93560 93560 | | | PO12 PO12 | Z65K Z65K | 2572 2525 | | 0000001 | |
| 31. P | urchase Log ID: 986186 | 4153 | 16 | | | | 32. ESTIM | ATED ORE | DER TOTAL: | | To | \$1,224.00 | |
| | 33. TO REQUIRED SO | OURCES for S | SUPPLIES | | TO RE | O REQUIRED SOURCES for SERVICES TO SPECIAL APPROVA | | | | | APPROVALS | NEEDED | |
| | Agency Inventories | ☐ 5. V | Wholesale Supply | Sources | 1. ABILITY ONE | | | 1. IT F | Request | 5.00 | C-Awards | | |
| | Excess Prty from other Agence | eies 🗌 6.0 | GSA/FSS or DHS | BPAs | | 2. GSA/FSS | | | 2. Prir | | | | |
| | 3. UNICOR | | Optional Use Fede | | 3. Optional Use Federal | | | 3. Branding 7. Other | | | ner | | |
| | 4. Ability One | | Supply Schedules Commercial | V. | | | oply Schedule ICOR or Com | | 4. Leg | jal | | | |
| 34. FL | JNDS VERIFICATION OFFI | | | | | | | | tach all c | locum | ents BEFC | RE signing | |
| | d Funding Official Name and | AND DESCRIPTION OF THE PARTY OF | | Phone Nu | umber: | | | | SIGNATURE: | | | | |
| 4000400000000 | SSA R VANDEVENTER | | | 509-35 | 3-274 | 17 | | 3/29/2018 KARISSA R VANDEVENTER | | | ? | | |
| 35. AF | PROVING OFFICIAL/ALTE | RNATE AP | PROVING OF | ICIAL IN | FORM | ATION | | | | | | | |
| Printe | d Approving Official Name a | nd Title: | | Phone No | umber: | | Date: | | SIGNATU | SIGNATURE: | | | |
| TERE | SA G HUGHES | | Š | 509-47 | 6-362 | 22 | 03/29 | /2018 | TERESA | AGHU | IGHES | | |
| | JRCHASE CARD HOLDER | INFORMAT | ION | | | | | | | | | | |
| | Holder Signature: | 20-4 | 1000 | | | | 220000000000000000000000000000000000000 | Purchase | 5400 I HAM REPORTED AND REPORT OF | | | | |
| | OLL DOERING GA | Il Du | Olyn | 0 | | | 03/29 | | \$1,22 | | | | |
| | L THE ABOVE ITEMS HAV | E BEEN RE | | | | | CONTROL PRODUCTION AND ADDRESS OF THE PARTY | Contract Con | | | and the property of the party o | | |
| Printed Name and Title: | | | | | | | Date: | 1/2019 | REGEIVE | R SIGN | IATURE: | | |
| | | | | | | -303 | | 1/2014 | | 1 | | | |
| Printe | d Name and Title: ^() | | | Phone Nu | umber: | | Date: | | ACCEPT | OR SIGI | NATURE: | | |
| 38. PF | ROPERTY CUSTODIAN INF | ORMATION | (Property Acc | countabil | lity) | | | **** | | | | | |
| Printe | d Name and Title: | | | Phone Nu | umber: | | Date: | | SIGNATU | JRE: | | | |
| 39. LC | CAL USE SIGNATURES (I | f needed) | | | | | | | | - | | | |
| _ | d Name and Title: | | | Phone Nu | umber: | | Date: | | SIGNATU | JRE: | | | |
| | | | | | | | | | | | | | |



RECEIVED MAR 22 2018

Account Number: BOR102

Invoice Date: 03/15/2018

Invoice Number: 00066220

US CUSTOMS AND BORDER PROTECT 10710 NORTH NEWPORT HWY

SPOKANE WA 99218

TOTAL DUE: \$ 1,200.00

Due Date: 04/14/2018

Please return top portion with your remittance

Please remit to:

WASHINGTON STATE PATROL **BUDGET AND FISCAL SERVICES**

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID # Code 45

Account Number: BOR102

Invoice Date: 03/15/2018

Invoice Number: 00066220

Due Date: 04/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|------------|------------------|-----|------------|------------|
| 03/15/2018 | ACCESS User Fee | 3 | \$400.000 | \$1,200.00 |
| | | | | |
| | | | | |
| | | | | |

ACCESS USER FEE FOR JANUARY 1- MARCH 31, 2018.

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE:

DEPARTMENT OF HOMELAND SECURIT

PURCHASE CARD TRANSACTION WORKSHEET

| CAROL L DOERING 509-468-3852 | | | | CAF | CAROL.L.DOERING@CBP.DHS. GOV | | | | 4. Component: 5. Program/Office: USBP | | | |
|---|--|--------------|------------------------------------|---------------|--|---|--------------------------------|---------------------------------------|--|--|----------------------|----------------------|
| | | | | | 8. Date of Request: 12/29/2017 | | | 9. Document ID Number: | | | | |
| | To Address: N. Newport Hwy | , | | | | City: okane | | | 12. Sta WA | te: | 13. Zip Cod 99218 | e: |
| TATO STATE OF THE | dor Name: NGTON STATE PATRO | | | | 1400000 | Vendor POO | C: ELECOMMUNI | CATIONS | | ndor Pho 570-31 | ne Number: 03 | |
| 4200745 L. 2007440 | dor Address: BOX 42602 | | | | 0.4564004 | City: YMPIA | | | 19. Sta WA | ite: | 20. Zip Cod 98504 | e: |
| 21. Detailed Justification for Purchase: ACCESS user fee. Quarter 4, FY 2018. Connection needed to run criminal and other records check. | | | | | | | | | -1- | | | |
| | ONTRACT K13604 - a | N 5 P 19 | | connect | 1011 | needed t | o run crim | inai ai | id oth | er rec | ords chec | |
| SPW_1 | 8-0072 | | | | | N) | | | C | reck | 1#10 | 17 |
| 22. Item # | 23. Item Description | ì | Stock | 24. Number | | 25. Quantity | 26. Unit of Issue | 27 Unit F | Price | Su | 28. ubtotals | 29. Date Received |
| | ACCESS FEE QTR 4 Convenience check fe | 20 | | | | 1 | AU | 8 8 | \$24.00 | | \$1,200.00 | |
| 74 25 De W | SC ROSECTATA CONTRACTOR CONTRACTOR AND CONTRACTOR CONTR | | 060000678 | 0 018 9 | 93560 | | 3500 BPO | | 524.00 55K | 2572 | | 0000001 |
| 7000 | 30. Accounting Data. | | 060000678 | | 93560 | | 3500 BPO | | 65K | 2525 | | 0000001 |
| 31. Pur | chase Log ID: 9861864 | 1158 | | | | | 32. ESTIMAT | ED ORDER | TOTAL: | | 1 | \$1,224.00 |
| | 33. TO REQUIRED SO | OURCES for S | SUPPLIES | | TO REQUIRED SOURCES for SERVICES | | | | TO SPECIAL APPROVALS NEEDED | | | |
| 100 | Agency Inventories | . 75 | Vholesale Supp | 101 | | | LITY ONE | -[| 1. IT Request 5. OGC-Awards | | | |
| | Excess Prty from other Agenci | | SSA/FSS or DH | | | | | | 2. Printing 6. Accountable Property 3. Branding 7. Other | | | |
| | UNICOR Ability One | | optional Use Fe supply Schedule | | | | ional Use Federa ply Schedules | 15 | 3. Bra 4. Leg | | 7. Oth | ner |
| 0-0 | | | ommercial | | | | ICOR or Commer | cial | | | | |
| | DS VERIFICATION OFFICE Funding Official Name and | | MATION | Dhana Ni | | | | | | Service of the Party Street, S | ents BEFC | RE signing |
| | Funding Official Name and SA R VANDEVENTER | riue. | | Phone Nu | Number: Date: 05/30 | | | SIGNATURE: 018 KARISSA R VANDEVENTER | | | | |
| 12-20-1-20-2 | ROVING OFFICIAL/ALTE | RNATE AP | PROVING OF | | | | 103/30/2 | | NANIOO | Anvar | NDEVENIER | |
| Printed | Approving Official Name a | nd Title: | | Phone Nu | ımber: | MATERIAL PROPERTY AND THE PERSON NAMED IN | Date: | | SIGNATI | JRE: | | |
| TERES. | A G HUGHES | | | 509-47 | 6-36 | 22 | 05/30/2 | ⁰¹⁸ TERESA G HUGHES | | | | |
| THE PERSON NAMED IN | CHASE CARD HOLDER | NFORMATI | ON | | | | | | | | | |
| | older Signature: L L DOERING | | | | | | Date of Pu | A DATE AND A SECOND | AMOUN \$1,22 | | | |
| | THE ABOVE ITEMS HAV | E REEN DE | CEIVED ANI | ACCEPT | ED /T | hird Darby | 05/30/2 | | | | las efficiel) | |
| | Name and Title: | L DELIVINE | OLIVED AIN | Phone Nu | | | Date; | | | | | |
| Kns | tin Kelly n | 755 | | | | 3834 | 09/24/ | | RECEIVÉR SIGNATURE: | | | |
| Printed | Name and Title: | | | Phone Nu | | | Date: | | ACCEPT | OR SIGN | NATURE: | |
| 38. PRO | PERTY CUSTODIAN INF | ORMATION | (Property A | ccountabil | ity) | | | | | | | |
| | Name and Title: | | | Phone Nu | SECTION AND ADDRESS OF THE PARTY OF THE PART | | Date: | | SIGNATI | JRE: | | |
| 39. LOC | AL USE SIGNATURES (If | needed) | | | | | | | | | | |
| Printed Name and Title: Phone Nu | | | | | ımber: | | Date: | | SIGNATI | JRE: | | |
| Spe Rec Fina | onciled / / / / / / / / / / / / / / / / / / / | 3 A | | | | | | <i> </i> | <i>OO</i> | 09/2 | 15/18 | * |

RECEIVED SEP 24 2018

Account Number: BOR102

Invoice Date: 09/15/2018 Invoice Number: 00067551

US CUSTOMS AND BORDER PROTECT

10710 NORTH NEWPORT HWY

SPOKANE WA 99218

TOTAL DUE: \$ 1,200.00

Due Date: 10/15/2018

Please remit to:

WASHINGTON STATE PATROL **BUDGET AND FISCAL SERVICES**

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID # Code 45

Account Number: BOR102

Invoice Date: 09/15/2018

Invoice Number: 00067551

Due Date: 10/15/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|------------|------------------|-----|------------|------------|
| 09/15/2018 | ACCESS User Fee | 3 | \$400.000 | \$1,200.00 |

ACCESS USER-FEE FOR JULY 1- SEPTEMBER 30, 2018.

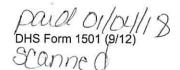
PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2017 - SEPTEMBER 30, 2018. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE:

| | | PURCHASE | CARL | III | HIASHC | HON WO | KKSH | | | | |
|--|--|---------------------|---|--|--|----------------------|--|-------------------------------------|---|----------------------------|----------------------|
| | 1. Name of Cardholder: CAROL L DOERING 2. Cardholder Telephone 509-468-3852 | | e Number: | CAF | | | | 4. Component: CBP | | 5. Program/Office: USBP | |
| 6. Requestor Name: 7. Requestor Phone Numb TOM WATTS 509-353-2747 | | | mber: | 8. Date of Request: 12/29/2017 | | | 9. Document ID Number: | | | | |
| 10. Ship To Address: 10710 N. Newport Hwy | | | | 11. City: Spokane | | | 12. State: 13. Zip Code: 99218 | | e: | | |
| 14. Vendor Name: WASHINGTON STATE PATROL | | | | 15. Vendor POC: CRIMINAL TELECOMMUNICATIONS | | | 16. Vendor Phone Number: IS 360-570-3103 | | | | |
| 17. Vendor Address: P.O. BOX 42602 | | | | 18. City: OLYMPIA | | | | 19. State: 20. Zip Code: 98504 | | e: | |
| | ailed Justification for Purcl | | | | | | | | | | |
| | ACCESS user fee. Quarter 1, FY 2018. Connection needed to run criminal and other records check. SUBJECT TO THE TERMS OF THE CONTINUING RESOLUTION | | | | | | | | | | |
| 22. Item # | 23. Item Descriptio | n Stock | 24. Number | | 25. Quantity | 26. Unit of Issue | Unit | 7. Price | Su | 28. ubtotals | 29. Date Received |
| | ACCESS FEE QTR 1 | | | | 1 | AU | \$1, | 200.00 | | \$1,200.00 | |
| | Convenience check f | | 1111 | | 1 | AU | | \$24.00 | - | \$24.00 | |
| ACCS 30. Accounting Data: Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB030000001 Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB030000001 | | | | | | | | | | | |
| 31. Purchase Log ID: 9861864151 32. ESTIMATED ORDER TOTAL: \$1,224 | | | | | | \$1,224.00 | | | | | |
| | 33. TO REQUIRED S | OURCES for SUPPLIES | | TO R | O REQUIRED SOURCES for SERVICES TO SPECIAL APPROVALS N | | | NEEDED | | | |
| | Agency Inventories | 5. Wholesale Supp | | 1. ABILITY ONE | | | | 1. IT Request 5. OGC-Awards | | | |
| 2. Excess Prty from other Agencies 6. GSA/FSS or DHS BPAs | | | CONTRACTOR SALVANDO | 2. GSA/FSS | | | | 2. Printing 6. Accountable Property | | | |
| 3. UNICOR 7. Optional Use Feder Supply Schedules | | | | 3. Optional Use Federal Supply Schedules | | | 3. Branding 7. Other 4. Legal | | | | |
| L 4.7 | Ability One | 8. Commercial | | | | ICOR or Comme | rcial | 4. Leg | gai | | |
| DOMESTIC STREET | DS VERIFICATION OFFI | | | No. | | No | THE RESERVE OF THE PARTY OF THE | | S. C. Strategier, S. | ents BEFC | ORE signing |
| The property of the | Funding Official Name and | d Title: | Phone No | | | Date: | | SIGNATURE: | | | |
| | SA R VANDEVENTER | | 509-35 | DE MAIN COME. | | | 018 | KARISSA R VANDEVENTER | | | |
| posterior de la companya del companya del companya de la companya | | ERNATE APPROVING O | | | | | e = 1 1 1 1 1 1 | OLONIATI | 155 | | |
| The second secon | | | 100000000000000000000000000000000000000 | Phone Number: 509-476-3622 | | Date: 01/03/2 | 3/2018 SIGNATURE: TERESA G HI | | | JUCHEC | |
| Commence of the Commence of th | | INFORMATION | 303 47 | 0-50. | 22 | 01/03/2 | 010 | IENESA | 4 6 110 | IGHES | |
| 36. PURCHASE CARD HOLDER INFORMATION Card Holder Signature: Date of Purchase: AMOUNT PAID: | | | | | | | | | | | |
| CAROL L DOERING | | | | 01/03/2018 | | | \$1,224.00 | | | | |
| 37. ALL | THE ABOVE ITEMS HAV | VE BEEN RECEIVED AN | D ACCEPT | ED (T | hird Party- | Cannot be the | cardholo | ler or the | approv | ing official) | |
| Printed Name and Title: Phone Number: Date; RECEIVER SIGNATURE: | | | | | | | | | | | |
| Kristin Kelly MSS (50 | | | (509) | 29)468-3834 | | 401/03 | 01/03/10/Kan Col | | w | | |
| Printed Name and Title: Phone | | | Phone No | | | Date: | | ACCEPT | OR SIG | NATURE: | 0 |
| 38. PROPERTY CUSTODIAN INFORMATION (Property Accountability) | | | | | | | | | | | |
| Printed Name and Title: Phone | | | Phone No | ımber: | | Date: | | SIGNATU | JRE: | | |
| 39. LOCAL USE SIGNATURES (If needed) | | | | | | | | | | | |
| Printed Name and Title: Phone N | | | Phone No | ımber: | | Date: | | SIGNATI | JRE: | | |



reconciled 01/17/18
Page 1 of 2

RECEIVED DEC 22 2017

Account Number: BOR102

Invoice Date: 12/15/2017

Invoice Number: 00065547

US CUSTOMS AND BORDER PROTECT 10710 NORTH NEWPORT HWY SPOKANE WA 99218

TOTAL DUE: \$ 1,200.00

Due Date: 01/14/2018

Please return top portion with your remittance.

Please remit to:

WASHINGTON STATE PATROL **BUDGET AND FISCAL SERVICES**

P O BOX 42602

OLYMPIA, WA 98504-2602

Federal ID # Code 45

Account Number: BOR102

Invoice Date: 12/15/2017

Invoice Number:

00065547

Due Date: 01/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

| DATE | ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|------------|------------------|-----|------------|------------|
| 12/15/2017 | ACCESS User Fee | 3 | \$400.000 | \$1,200.00 |

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2017...

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE:

\$1,200.00

Dine 18



U.S. Department of Justice

Revised 4-11-17

Bureau of Alcohol, Tobacco, Firearms and Explosives 99 New York Avenue, NE Washington, DC 20226

INTER-GOVERNMENTAL AGREEMENT NUMBER # 17-806-P/AMV# 17AHDQ00457 BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND WASHINGTON STATE PATROL

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions for costs associated with the use of State Terminal Law Enforcement Databases and Video Capture Service connections in Seattle, WA and Yakima, WA between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Washington State Patrol.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. See 28 U.S.C. § 599A(b).
- b. The Consolidated Appropriations Act of 2017 provides funding for the necessary expenses of ATF.
- c. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. See 28 U.S.C. § 530C(a).
- d. Federal agencies may enter contracts for severable services that begin in one fiscal year and end in the next fiscal year if the contract period does not exceed one year. 41 U.S.C. § 3902.

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Seattle, WA and Yakima, WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2017 and remain in effect until December 31, 2017.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed \$6,000.

6. BILLING PROCEDURES:

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to <u>Lynda.Gathercole @atf.gov</u>. The invoice shall clearly identify the IGA agreement number (17-806-P/AMV 17AHDQ00457) and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. ACCEPTANCE:

| SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | | 4/10/17 |
|---|-------|---------|
| WASHINGTON STATE PATROL | Date: | 4/26/1 |
| KENNETH M. HOUSER ACTING BUREAU CHIEF PROCUREMENT OFFICER BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES | Date: | |